

WD 05-2432 (Rev.-10) was first posted on www.wdol.gov on 10/13/2009

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2005-2432  
Revision No.: 10  
Date Of Revision: 10/05/2009

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.59
01012 - Accounting Clerk II		14.13
01013 - Accounting Clerk III		18.28
01020 - Administrative Assistant		20.53
01040 - Court Reporter		18.46
01051 - Data Entry Operator I		10.62
01052 - Data Entry Operator II		11.59
01060 - Dispatcher, Motor Vehicle		15.86
01070 - Document Preparation Clerk		13.46
01090 - Duplicating Machine Operator		13.46
01111 - General Clerk I		12.19
01112 - General Clerk II		13.30
01113 - General Clerk III		18.00
01120 - Housing Referral Assistant		18.77
01141 - Messenger Courier		10.32
01191 - Order Clerk I		11.55
01192 - Order Clerk II		14.08
01261 - Personnel Assistant (Employment) I		14.04
01262 - Personnel Assistant (Employment) II		15.86
01263 - Personnel Assistant (Employment) III		17.79
01270 - Production Control Clerk		19.05
01280 - Receptionist		11.80
01290 - Rental Clerk		14.04
01300 - Scheduler, Maintenance		14.04
01311 - Secretary I		14.04
01312 - Secretary II		16.20
01313 - Secretary III		18.77
01320 - Service Order Dispatcher		14.00
01410 - Supply Technician		20.53
01420 - Survey Worker		15.86
01531 - Travel Clerk I		12.10
01532 - Travel Clerk II		12.87
01533 - Travel Clerk III		13.49
01611 - Word Processor I		12.51
01612 - Word Processor II		14.04
01613 - Word Processor III		15.80

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	16.49
05010 - Automotive Electrician	17.24
05040 - Automotive Glass Installer	16.31
05070 - Automotive Worker	14.84
05110 - Mobile Equipment Servicer	13.22
05130 - Motor Equipment Metal Mechanic	16.49
05160 - Motor Equipment Metal Worker	14.84
05190 - Motor Vehicle Mechanic	16.49
05220 - Motor Vehicle Mechanic Helper	12.63
05250 - Motor Vehicle Upholstery Worker	14.03
05280 - Motor Vehicle Wrecker	14.84
05310 - Painter, Automotive	15.67
05340 - Radiator Repair Specialist	14.84
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	16.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.57
07041 - Cook I	8.31
07042 - Cook II	10.01
07070 - Dishwasher	7.41
07130 - Food Service Worker	7.66
07210 - Meat Cutter	12.99
07260 - Waiter/Waitress	7.51
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.86
09040 - Furniture Handler	10.36
09080 - Furniture Refinisher	14.86
09090 - Furniture Refinisher Helper	11.75
09110 - Furniture Repairer, Minor	13.31
09130 - Upholsterer	14.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	9.23
11090 - Gardener	11.66
11122 - Housekeeping Aide	10.19
11150 - Janitor	10.19
11210 - Laborer, Grounds Maintenance	9.80
11240 - Maid or Houseman	7.84
11260 - Pruner	9.23
11270 - Tractor Operator	10.94
11330 - Trail Maintenance Worker	9.80
11360 - Window Cleaner	10.30
12000 - Health Occupations	
12010 - Ambulance Driver	12.92
12011 - Breath Alcohol Technician	16.67
12012 - Certified Occupational Therapist Assistant	24.11
12015 - Certified Physical Therapist Assistant	19.04
12020 - Dental Assistant	13.67
12025 - Dental Hygienist	29.89
12030 - EKG Technician	20.95
12035 - Electroneurodiagnostic Technologist	20.95
12040 - Emergency Medical Technician	12.92
12071 - Licensed Practical Nurse I	14.90
12072 - Licensed Practical Nurse II	16.67
12073 - Licensed Practical Nurse III	18.59
12100 - Medical Assistant	12.15
12130 - Medical Laboratory Technician	15.73
12160 - Medical Record Clerk	13.18
12190 - Medical Record Technician	14.89

12195 - Medical Transcriptionist	11.89
12210 - Nuclear Medicine Technologist	32.13
12221 - Nursing Assistant I	9.28
12222 - Nursing Assistant II	10.43
12223 - Nursing Assistant III	11.38
12224 - Nursing Assistant IV	12.78
12235 - Optical Dispenser	13.10
12236 - Optical Technician	11.84
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	12.78
12305 - Radiologic Technologist	22.09
12311 - Registered Nurse I	25.36
12312 - Registered Nurse II	28.92
12313 - Registered Nurse II, Specialist	28.92
12314 - Registered Nurse III	34.99
12315 - Registered Nurse III, Anesthetist	34.99
12316 - Registered Nurse IV	41.94
12317 - Scheduler (Drug and Alcohol Testing)	20.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.97
13012 - Exhibits Specialist II	20.67
13013 - Exhibits Specialist III	24.88
13041 - Illustrator I	20.86
13042 - Illustrator II	25.12
13043 - Illustrator III	30.74
13047 - Librarian	18.93
13050 - Library Aide/Clerk	10.85
13054 - Library Information Technology Systems Administrator	17.07
13058 - Library Technician	11.07
13061 - Media Specialist I	12.32
13062 - Media Specialist II	13.79
13063 - Media Specialist III	15.37
13071 - Photographer I	12.06
13072 - Photographer II	14.88
13073 - Photographer III	17.97
13074 - Photographer IV	22.44
13075 - Photographer V	25.75
13110 - Video Teleconference Technician	14.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.58
14042 - Computer Operator II	16.30
14043 - Computer Operator III	18.70
14044 - Computer Operator IV	20.23
14045 - Computer Operator V	22.41
14071 - Computer Programmer I	(see 1) 24.07
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.58
14160 - Personal Computer Support Technician	20.23
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.92
15020 - Aircrew Training Devices Instructor (Rated)	36.20
15030 - Air Crew Training Devices Instructor (Pilot)	39.82
15050 - Computer Based Training Specialist / Instructor	29.92
15060 - Educational Technologist	22.28

15070 - Flight Instructor (Pilot)	39.82
15080 - Graphic Artist	20.81
15090 - Technical Instructor	17.74
15095 - Technical Instructor/Course Developer	21.70
15110 - Test Proctor	15.76
15120 - Tutor	15.76
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.32
16030 - Counter Attendant	8.32
16040 - Dry Cleaner	10.60
16070 - Finisher, Flatwork, Machine	8.32
16090 - Presser, Hand	8.32
16110 - Presser, Machine, Drycleaning	8.32
16130 - Presser, Machine, Shirts	8.32
16160 - Presser, Machine, Wearing Apparel, Laundry	8.32
16190 - Sewing Machine Operator	11.35
16220 - Tailor	12.12
16250 - Washer, Machine	9.10
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.99
19040 - Tool And Die Maker	24.44
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.25
21030 - Material Coordinator	21.82
21040 - Material Expediter	21.82
21050 - Material Handling Laborer	10.95
21071 - Order Filler	11.74
21080 - Production Line Worker (Food Processing)	15.25
21110 - Shipping Packer	12.63
21130 - Shipping/Receiving Clerk	12.63
21140 - Store Worker I	13.69
21150 - Stock Clerk	16.60
21210 - Tools And Parts Attendant	15.25
21410 - Warehouse Specialist	15.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.41
23021 - Aircraft Mechanic I	20.39
23022 - Aircraft Mechanic II	21.41
23023 - Aircraft Mechanic III	22.48
23040 - Aircraft Mechanic Helper	14.81
23050 - Aircraft, Painter	17.63
23060 - Aircraft Servicer	16.76
23080 - Aircraft Worker	17.75
23110 - Appliance Mechanic	16.59
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	21.71
23130 - Carpenter, Maintenance	18.10
23140 - Carpet Layer	17.15
23160 - Electrician, Maintenance	18.93
23181 - Electronics Technician Maintenance I	19.75
23182 - Electronics Technician Maintenance II	24.54
23183 - Electronics Technician Maintenance III	25.71
23260 - Fabric Worker	16.52
23290 - Fire Alarm System Mechanic	18.63
23310 - Fire Extinguisher Repairer	15.56
23311 - Fuel Distribution System Mechanic	22.15
23312 - Fuel Distribution System Operator	17.99
23370 - General Maintenance Worker	17.04
23380 - Ground Support Equipment Mechanic	20.39
23381 - Ground Support Equipment Servicer	16.76

23382 - Ground Support Equipment Worker	17.75
23391 - Gunsmith I	15.56
23392 - Gunsmith II	17.35
23393 - Gunsmith III	19.15
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.92
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.98
23430 - Heavy Equipment Mechanic	18.92
23440 - Heavy Equipment Operator	18.50
23460 - Instrument Mechanic	22.65
23465 - Laboratory/Shelter Mechanic	18.32
23470 - Laborer	10.42
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	18.92
23580 - Maintenance Trades Helper	13.18
23591 - Metrology Technician I	22.65
23592 - Metrology Technician II	23.62
23593 - Metrology Technician III	24.62
23640 - Millwright	19.15
23710 - Office Appliance Repairer	18.27
23760 - Painter, Maintenance	17.94
23790 - Pipefitter, Maintenance	19.97
23810 - Plumber, Maintenance	19.20
23820 - Pneudraulic Systems Mechanic	19.15
23850 - Rigger	19.15
23870 - Scale Mechanic	17.35
23890 - Sheet-Metal Worker, Maintenance	21.59
23910 - Small Engine Mechanic	17.04
23931 - Telecommunications Mechanic I	21.87
23932 - Telecommunications Mechanic II	22.83
23950 - Telephone Lineman	20.91
23960 - Welder, Combination, Maintenance	18.92
23965 - Well Driller	19.15
23970 - Woodcraft Worker	19.15
23980 - Woodworker	15.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	8.73
24620 - Family Readiness And Support Services Coordinator	12.12
24630 - Homemaker	15.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.39
25040 - Sewage Plant Operator	16.59
25070 - Stationary Engineer	22.39
25190 - Ventilation Equipment Tender	14.64
25210 - Water Treatment Plant Operator	16.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.93
27007 - Baggage Inspector	11.43
27008 - Corrections Officer	19.16
27010 - Court Security Officer	19.99
27030 - Detection Dog Handler	15.03
27040 - Detention Officer	19.16
27070 - Firefighter	23.62
27101 - Guard I	11.43
27102 - Guard II	15.03

27131 - Police Officer I	22.04
27132 - Police Officer II	24.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.42
28042 - Carnival Equipment Repairer	10.14
28043 - Carnival Equipment Worker	7.38
28210 - Gate Attendant/Gate Tender	13.14
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	15.51
28510 - Recreation Aide/Health Facility Attendant	10.73
28515 - Recreation Specialist	15.51
28630 - Sports Official	11.71
28690 - Swimming Pool Operator	16.74
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.94
29020 - Hatch Tender	20.94
29030 - Line Handler	20.94
29041 - Stevedore I	19.94
29042 - Stevedore II	22.08
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO)	26.69
30021 - Archeological Technician I	17.01
30022 - Archeological Technician II	20.36
30023 - Archeological Technician III	25.22
30030 - Cartographic Technician	25.22
30040 - Civil Engineering Technician	24.03
30061 - Drafter/CAD Operator I	17.01
30062 - Drafter/CAD Operator II	20.36
30063 - Drafter/CAD Operator III	22.71
30064 - Drafter/CAD Operator IV	26.17
30081 - Engineering Technician I	18.11
30082 - Engineering Technician II	20.64
30083 - Engineering Technician III	23.09
30084 - Engineering Technician IV	28.60
30085 - Engineering Technician V	34.99
30086 - Engineering Technician VI	42.33
30090 - Environmental Technician	21.77
30210 - Laboratory Technician	19.34
30240 - Mathematical Technician	25.22
30361 - Paralegal/Legal Assistant I	18.67
30362 - Paralegal/Legal Assistant II	23.12
30363 - Paralegal/Legal Assistant III	28.28
30364 - Paralegal/Legal Assistant IV	34.22
30390 - Photo-Optics Technician	25.22
30461 - Technical Writer I	18.40
30462 - Technical Writer II	22.51
30463 - Technical Writer III	27.24
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.71
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.22
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.62
31030 - Bus Driver	14.66

31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	9.68
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	10.60
31361 - Truckdriver, Light	14.03
31362 - Truckdriver, Medium	15.85
31363 - Truckdriver, Heavy	17.70
31364 - Truckdriver, Tractor-Trailer	17.70
99000 - Miscellaneous Occupations	
99030 - Cashier	7.88
99050 - Desk Clerk	8.70
99095 - Embalmer	23.55
99251 - Laboratory Animal Caretaker I	9.96
99252 - Laboratory Animal Caretaker II	10.59
99310 - Mortician	23.55
99410 - Pest Controller	13.65
99510 - Photofinishing Worker	12.45
99710 - Recycling Laborer	12.94
99711 - Recycling Specialist	16.41
99730 - Refuse Collector	12.57
99810 - Sales Clerk	11.07
99820 - School Crossing Guard	8.99
99830 - Survey Party Chief	23.62
99831 - Surveying Aide	13.28
99832 - Surveying Technician	19.04
99840 - Vending Machine Attendant	12.16
99841 - Vending Machine Repairer	14.63
99842 - Vending Machine Repairer Helper	11.82

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because

most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.



**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each

proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director	Division of Wage Determinations
Wage Determination No.: CBA-2008-2529	
Revision No.: 0	
Date Of Last Revision: 12/12/2008	

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State: Oklahoma

Area: Oklahoma

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Employed on FAA, Mike Monroney Aeronautical Center (MMAC) contract for operations and maintenance at the Mike Monroney Aeronautical Center (MMAC) in Oklahoma City, OK.

Collective Bargaining Agreement between contractor: Southwest Facility Support, LLC, and union: International Brotherhood of Electrical Workers (IBEW) Local Local 11, effective 1/1/2009 through 12/31/2010.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**COLLECTIVE BARGAINING**

**AGREEMENT**

**between**

**SOUTHWEST FACILITY SUPPORT, LLC**

**&**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS (IBEW)**

**LOCAL UNION 1141**

**December 4th, 2008**

# TABLE OF CONTENTS

<b>AGREEMENT</b>	.....	1
<b>ARTICLE 1</b>	REPRESENTATION-EMPLOYMENT CLASSIFICATION.....	1
	A. WORK ASSIGNMENTS	
	B. CLASSIFICATIONS: CONSTRUCTION & MAINTENANCE	
	C. EMPLOYMENT STATUS	
<b>ARTICLE 2</b>	PROBATION.....	3
<b>ARTICLE 3</b>	MANAGEMENT PREOGATIVE.....	3
<b>ARTICLE 4</b>	STRIKES AND LOCKOUTS.....	5
<b>ARTICLE 5</b>	UNION SECURITY.....	6
	SECTION 1: SERVICE FEES	
	SECTION 2: MEMBERSHIP DUES	
<b>ARTICLE 6</b>	UNION STEWARDS.....	8
<b>ARTICLE 7</b>	GRIEVANCE PROCEDURE AND ARBITRATION.....	8
<b>ARTICLE 8</b>	WAGES AND FRINGE FOR CONSTRUCTION ELECTRICIAN.....	10
<b>ARTICLE 9</b>	WAGES AND FRINGE FOR MAINTENANCE ELECTRICIANS.....	10
	A. WAGES.....	10
	B. HOLIDAYS.....	11
	C. INCLEMENT WEATHER DAYS.....	12
	D. CALL BACK PROVISIONS .....	12
	E. PERSONAL PROTECTIVE EQUIPMENT.....	12
	F. TOOL ALLOWANCE.....	12
	G. VACATIONS.....	12
	H. HEALTH CARE.....	13
	I. JURY DUTY.....	14
	J. SICK LEAVE.....	14
	K. BREAVEMENT LEAVE.....	15
<b>ARTICLE 10</b>	UNPAID LEAVE OF ABSENCE.....	15
<b>ARTICLE 11</b>	401-K.....	16
<b>ARTICLE 12</b>	PENSION PLAN.....	16
<b>ARTICLE 13</b>	SELECTION OF PROVIDERS AND CLAIMS FOR BENEFITS UNDER THE HEALTH CARE AND PENSION PLANS.....	17
<b>ARTICLE 14</b>	OVERTIME.....	17

ARTICLE 15	TEMPORARY TRANSFERS & UPGRADES TO HIGHER CLASSIFICATIONS.....	18
ARTICLE 16	PAY DAY.....	18
ARTICLE 17	HEALTH AND SAFETY.....	18
ARTICLE 18	NONDISCRIMINATION.....	19
ARTICLE 19	JOB POSTINGS & NOTICES.....	19
ARTICLE 20	GENDER LANGUAGE DISCLAIMER.....	19
ARTICLE 21	SEPARABILITY PROVISION.....	20
ARTICLE 22	LICENSE AND CERTIFICATION RENEWALS.....	20
ARTICLE 23	COMPLETE AGREEMENT.....	20
ARTICLE 24	TERM OF AGREEMENT.....	21

## FAA/OKC ELECTRICIANS CBA

### AGREEMENT

This Agreement is entered into by and between **Southwest Facility Support, LLC**, hereinafter designated as the "**Company**" and the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1141**, hereinafter designated as the "**Union**," for and on behalf of the employees within the bargaining unit as hereinafter described, and designated collectively as the "Employees" and singularly as "Employee", performing the facility maintenance contract at the **Company's** location at Mike Monroney Aeronautical Center.

This Agreement shall be binding upon the **Company** and the **Union** and upon all Employees within the bargaining unit represented by the **Union** as hereinafter defined.

### ARTICLE 1

#### UNIT OF REPRESENTATION - EMPLOYMENT CLASSIFICATION

The **Company** hereby recognizes the **Union** as the sole and exclusive bargaining agent for all Employees within the bargaining unit defined below with regards to wages, hours, working conditions and other conditions of employment;

Section 1. All full-time, regular part-time and temporary Lead electricians and Electricians employed by the **Company** at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma, who are employed in the performance of the **Company's** facility maintenance contract with the FAA.

Section 2. Employees will be classified as to the type of work they are usually assigned to perform, occupation and the duration and/or frequency of their work shifts

#### *A. Work Assignments*

**Construction Electrician:** The primary task of a Construction Electrician shall be construction work (also called "support work") which is subject to the terms of the Davis-Bacon Act, 40 United States Code, Section 276a (Davis- Bacon Act).

**Maintenance Electrician:** The primary task of a Maintenance Electrician shall be maintenance or operations work, which is not subject to the terms of the Davis Bacon Act.

***B. Classifications: Construction & Maintenance***

- Lead Electrician
- Journeyman Electrician

***C. Employment Status***

**Regular Full-Time:**

The term "full-time employees" as used in the Agreement means employees who are regularly scheduled to work thirty two (32) hours or more per week.

**Regular Part-Time**

The term "part-time employees" as used in this Agreement means employees who are regularly scheduled to work less than thirty (30) hours per week.

**Temporary:**

The term "temporary employees" is limited to employees hired for a period not to exceed one hundred twenty (120) calendar days.

Section 3. An Employee will be assigned by the **Company** to one of each of the foregoing classifications upon the effective date of this agreement or upon initial hire, whichever is later, and may be re-classified by the **Company** during term of his employment. The **Company** retains sole discretion to determine the qualifications of an Employee to be assigned to, or hold, the position of Lead Electrician. These classifications are for the purpose of determining which wages and benefits an Employee is entitled to receive and does not limit the **Company's** right to assign any Employee to any task at any time.



## ARTICLE 2

### PROBATION

Any Employee hired or rehired by the **Company** shall be subject to a ninety (90) consecutive calendar day probation period. Except, this clause shall not apply to an individual rehired from a lay-off due to lack of work. During the probationary period the Employee shall be subject to discharge for any reason.

## ARTICLE 3

### MANAGEMENT PREROGATIVE

#### Company Reserves Full Rights of Management

The **Union** acknowledges that the Employees in the collective bargaining unit are employed in the performance of a contract between the **Company** and the U.S. Department of Transportation, Federal Aviation Administration (FAA Contract). That the full, efficient and faithful performance of the FAA Contract according to its terms and according to the desires of the FAA officials charged with the administration of the FAA Contract is absolutely necessary in order for the **Company** to maintain the FAA Contract and for the Employees to maintain job security with the **Company**. Therefore, the **Company** and the **Union** agree that the terms and conditions of this Agreement shall be subordinate to the requirements of the FAA Contract and to the desires of the FAA officials charged with its administration, to this end, the **Company**, in its sole discretion, shall select the specific Employee to perform a task, assign the specific task to be performed, and schedule the time in which that task is performed; and the **Company's** only obligation is to pay that Employee's wages and benefits due under this Agreement. Neither the **Union** nor any Employees in this bargaining unit have any rights under the FAA Contract.

In addition, the **Company** shall have and exercise the usual functions, duties and responsibilities of management without interference or hindrance by the **Union** and the **Union** expressly recognizes that managerial functions inherent in the conduct of business by an employer and those rights that the **Company** has by law are retained by the **Company**.

Without limiting the generality of the foregoing, these include:

A. The conduct and control of the business, the management, and operations of the **Company** at all of the sites on which it is performing the FAA Contract

B. The direction of the working forces and the maintenance of discipline and efficiency, including the right to hire, lay off (for lack of work or other lawful reasons), rehire, promote, demote, discipline, suspend, and discharge for any lawful reason.

C. The selection and retention of Employees and the assignment or reassignment to the site or location at which they shall work, the equipment with which they shall work, and the work and duties which they shall perform.

D. The selection of Employees for promotion to lead or supervisory or other salaried positions.

E. To determine in its sole discretion the following:

1. The extent and location of the **Company's** operations.
2. When any part of any operation shall function or be halted.
3. When production shall be increased or decreased and the methods, process, and means of production.
4. The type of services or products to be produced, manufactured, handled, leased, and/or sold.
5. The size of the work force, the assignment of work, the quality standards, and the use of all **Company**-owned properties.

F. The right in its sole discretion:

1. To remove or install machinery, and to increase, decrease or change production equipment and machinery and to introduce and use new and improved production and delivery methods and facilities.
2. To control the scheduling of work, operations, and shifts.
3. To determine the method by which vacations are scheduled and the dates during which each Employee will take vacation.
4. To promulgate and enforce health, safety, and property protection measures.
5. To obtain products, commodities, materials, supplies, trucks, equipment, machinery and all other kinds of property, whether real,

personal, or mixed, from any source, which the **Company** may select.

6. To contract out, when directed by the FAA, any and all types of work to be performed pursuant to the FAA Contract so long as such contracting does not cause a loss of normal wages or benefits to any and all regular full-time Employees.
  7. To terminate all or any part of its operations permanently or to sell and/or lease, all or any part of its properties, machinery, trucks, and other equipment.
  8. To suspend operations from time to time in whole or in part, temporarily or permanently, in any department, operation, or at any site.
  9. To administer any kind of ability, aptitude, physical (including drug tests), or security-related test at any time, for any reason, to determine fitness for employment or continued employment.
  10. To establish and enforce reasonable rules and procedures consistent with the orderly conduct of the business.
- G. There shall be no limitation on the amount of time an Employee may be required to work or on the production of any of the Employees nor shall the output of any machinery be restricted.

## ARTICLE 4

### STRIKES AND LOCKOUTS

The **Union** agrees that there shall be no picketing or strikes by the **Union** or by the Employees of any kind or degree whatsoever, or walkouts, suspension of work, slowdowns, limiting of production, or any other interference or stoppage, total or partial, of the **Company's** operations for any reason whatsoever, such reasons including, but not limited to unfair labor practices by the **Company** or any other employer. It is further agreed that neither the **Union** nor the Employees shall engage in the above prohibited conduct in support of picketing, strikes, or any labor dispute actions engaged in by any other organization or person. In addition to any other recourse or remedy available to the **Company** for violation of this provision by the **Union** and/or any Employee, the **Company** may discharge or otherwise discipline any Employee who authorizes, causes, engages in, sanctions, recognizes, or assists in any violation of this Article. The **Company** will not engage in any lockouts during the term of this Agreement. The refusal of an individual Employee to work overtime, if such refusal is not in concert with any other Employee(s), shall not be deemed to be a strike within the meaning of this Article. However, this provision shall not insulate such Employee from disciplinary action that might otherwise be justified.

## ARTICLE 5

### UNION SECURITY

#### Section 1. Service Fee

- All Employees who are members of the IBEW bargaining unit on the effective date of this Agreement shall, beginning thirty (30) days after the effective date of this Agreement, as a condition of employment, pay or tender to the **Union** monthly (Service Fee) equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the **Union**.
- New employees employed by SWFS who are currently a registered member of the IBEW union shall within (30) days as a condition of employment, pay or tender to the **Union** monthly amounts (Service Fee) equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the **Union**. Employee shall provide an authorization form to SWFS for the deduction of Fees to be paid monthly on their behalf.
- New Employees whose work is governed by the IBEW CBA but are considered non-dues paying members are not required to pay union Service Fees.
- New Employees hired full time or part time whose position is governed by the IBEW CBA and are not a current member shall within 72 hours of employment by SWFS coordinate with the IBEW Local 1141 to join or decline membership.
- New Employees hired full time or part-time who elect to join the IBEW Union shall begin after the (90) day probation period paying Services Fees as required on a monthly basis. The employee shall provide SWFS with a signed Authorization Card for the deduction of fees to be paid to the union on their behalf.

#### Temporary Employees

- New Employees hired on a temporary basis defined as a maximum of 120 days whose position is governed by the IBEW CBA are not required to pay monthly service fees.
- Current IBEW members employed by SWFS on a temporary basis whose position is governed by the IBEW CBA are responsible to maintain monthly Service Fees in accordance with union regulations.

The requirement for the payment of a Service Fee shall not apply to an Employee who is on leave of absence or has been removed from the payroll of the **Company** for a period of more than one (1) month duration. The requirement to pay a Service Fee shall be imposed upon such Employee beginning the thirtieth (30<sup>th</sup>) day following his return to active employment in the bargaining unit.

## **Section 2. Union Membership Dues**

The **Company** agrees to deduct and forward to the Financial Secretary of the Local **Union** - Upon receipt of a voluntary written authorization - the additional monthly working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local **Union** By-laws. Such amount shall be certified to the **Company** by the Local **Union** upon request by the **Company**. The **Union** agrees to save the **Company** harmless from any action growing out of these deductions and commenced by any employee against the **Company** and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local **Union**.

- All Employees who are members of the IBEW bargaining unit on the effective date of this Agreement shall, beginning thirty (30) days after the effective date of this Agreement, as a condition of employment, pay or tender to the **Union** monthly working dues (Membership Fee).
- New employees employed by SWFS who are currently a registered member of the IBEW union shall within (30) days as a condition of employment, pay or tender to the **Union** monthly membership dues. Employee shall provide an authorization form to SWFS for the deduction of Membership dues and Fees to be paid monthly on their behalf.
- New Employees whose position is governed by the IBEW CBA but are considered non-dues paying members union are not required to pay union membership dues.
- New Employees hired full time or part-time who elect to join the IBEW Union shall be required after the (90) day probationary period to submit an authorization card to SWFS for the deduction of monthly membership dues and Fees to be paid to the union on their behalf.

## **Temporary Employees**

- New Employees hired on a temporary basis defined as a maximum of 120 days whose position is governed by the IBEW CBA are not required to pay monthly membership dues.
- Current IBEW members employed by SWFS on a temporary basis are responsible to maintain monthly membership dues and fees in accordance with union regulations during the temporary period.

### Section 3. Check Off

The **Company** agrees to deduct from the wages of each Employee who has filed with the **Company** a signed check-off authorization **which** conforms to applicable law, the monthly Service Fee; and to remit such deductions to the **Union** prior to the end of the next succeeding month for which the deductions are made. With that monthly payment, the **Company** will submit to the **Union** a report containing the names of the Employees on whose behalf payment is made and the amount of money paid on behalf of each of them. The **Union** agrees to indemnify and hold the **Company** harmless from any and all loss and liability that may be incurred by the **Company** from its compliance with the provisions of this Article.

## ARTICLE 6

### UNION STEWARDS

The **Union** shall appoint and the Company will recognize; one steward and one alternate steward for every fifty (50) Employees. The **Union** will inform the **Company** in writing within 15 days of the name of the appointed steward(s). Such steward(s) shall be allowed sufficient time, with a minimum of operational interference, to discuss complaints or grievances with **Company** representatives in accordance with the terms of this Agreement. Under no circumstances shall a steward be discriminated against because of his faithful performance of duties as a steward.

## ARTICLE 7

### GRIEVANCE PROCEDURE AND ARBITRATION

#### Grievances

A grievance is defined as a dispute the **Union** may have with the **Company** relating to the interpretation, application, or violation of express terms of the Agreement only. Only the **Union** may present a grievance. A formal submission of a grievance by the **Union** constitutes a certification by the **Union** that the grievance is not frivolous.

#### Grievance Procedure

Grievances will be processed in the following manner:

Step 1. The **Union** Business Agent shall present the grievance, in writing, to the Project Manager of the **Company** or his designated representative (Project Manager) within ten (10) calendar days after knowledge of the occurrence of the event on which the grievance is based. The Project Manager shall give his answer, in writing, within ten (10) calendar days after the grievance is received by him.

Step 2. If the Project Manager's answer is not satisfactory to the **Union**, the **Union** may submit the grievance to the **Company's** President, or her designated representative, (**Company** President) within twenty (20) calendar days after the grievance is filed with the Project Manager. The **Company** President will give her answer, in writing, within ten (10) calendar days after she receives the grievance.

Step 3. If the **Company** President's answer is not satisfactory to the **Union**, the **Union** may ask for arbitration by serving written notice thereof on the **Company** President within forty (40) calendar days after presenting the grievance to the Project Manager.

If the last day in which any act described in this section falls on a Saturday, Sunday or holiday, then that act may be performed on the next workday.

#### Failure to Timely Process Grievance or to Answer

Any grievance not presented within the time limit set forth above shall be forfeited and waived by the **Union**. Failure of the Project Manager or **Company** President to render a decision within the time limits set forth above shall be deemed to be a denial of the grievance as of the expiration of the time to answer. Time limits set forth in this Agreement may be extended only by the written mutual agreement of both parties.

#### Arbitration Procedure

An arbitrator shall be selected in the following manner: The **Union** shall request the Federal Mediation and Conciliation Service to submit to the parties the names of five experienced arbitrators. By the alternate striking of names, the person's name who remains shall be the arbitrator. The party required to strike the first name will be determined by a flip of a coin. The fee and expenses of the arbitrator shall be shared equally by the **Company** and the **Union**.

#### Decision of Arbitrator

The arbitrator must base his decision upon evidence presented at the arbitration hearing and the terms of this Agreement. The arbitrator shall have no authority or jurisdiction (either by drawing inferences or otherwise) to modify, add to, subtract or otherwise alter the provisions of this Agreement. Decisions of the arbitrator rendered in conformity with this provision shall be final and binding upon the **Company**, **Union** and Employees.

## ARTICLE 8

### WAGES AND FRINGE BENEFITS FOR CONSTRUCTION ELECTRICIAN

Construction Electricians shall be paid the wages and benefits provided for in the applicable wage determination issued pursuant to the Davis-Bacon Act without regard to the type of work to which they are assigned (i.e. construction work or maintenance or operations work). If applicable, a Lead construction electrician shall be paid an additional \$4.50 per hour

The Company may require a Construction Electrician to use all, or part, of his fringe benefit income in payment of a benefit(s) provided by the Company.

In no case shall wages and fringe benefits be less than the wages and benefits paid in the previous year.

## ARTICLE 9

### WAGES AND FRINGE BENEFITS FOR MAINTENANCE ELECTRICIANS

The following provisions of this Article pertain to Maintenance Electricians (SCA) exclusively, and any reference to "Employees" shall be a reference to Maintenance Electrician.

#### A. *WAGES:*

- On the effective date of this Agreement, all Maintenance Electricians and Leads shall be paid the following hourly wage rate.

<b>Classification</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
Lead Electrician	\$ 27.07	\$27.87
Electrician	\$ 22.57	\$23.37



## **B. HOLIDAYS:**

In addition to the Federal holidays presently recognized by the contract (included in the DBA fringe benefit development), the **Company** agrees to observe holidays declared as a legal holiday or other recognized down-day (either declared by Congress or the President), observed by the FAA at MMAC and reimbursed by the FAA under the contract.

### **HOLIDAYS:**

Regular full-time Employees shall receive ten (10) paid holidays,

New Years Day	Christmas Day
Martin Luther Kings Birthday	Presidents Day
Labor Day	Memorial Day
Columbus Day	Independence Day
Veterans Day	
Thanksgiving Day	

- Holiday pay for regular full-time Employees shall consist of eight (8) hours pay at the Employee's regular rate of pay. However, to be eligible to receive holiday pay an Employee must work his regularly scheduled work day immediately before, or after, the holiday unless he is excused from doing so by the **Company**. Holidays will be observed on the date specified by the Federal Government unless the **Company** specifies another date by notice posted on the bulletin board fourteen (14) calendar days in advance of the holiday. An Employee, who is required to work on a scheduled holiday, will receive holiday pay in addition to 1 ½ times the hourly rate for all hours worked.
- Holiday pay for regular part-time and temporary part-time Employees will be a percentage of eight (8) hours of pay which percentage is the same as the number of hours the Employee worked in the calendar week prior to the holiday bears to forty (40) hours. Regular part-time and temporary Employees, who are required to work on a scheduled holiday, will receive holiday pay in addition to 1 ½ times the hourly rate for all hours worked.

### **C. INCLEMENT WEATHER DAYS**

In the cases of customer-designated weather days where the base is shut-down or delayed reporting time is authorized; employees will be reimbursed for lost work hours at their regular rate of pay. This provision does not apply to the call-out of first responders/emergency personnel or normally scheduled surveillance personnel.

### **D. CALL BACK PROVISIONS**

An employee who is called out to work (excepting an extension of a current work Shift) shall be guaranteed four (4) hours work or four (4) hours of pay at the appropriate rate of pay. Time starts when the employee clocks-in/logs-in at the work site.

### **E. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Each employee shall receive an \$85.00 per year safety shoe allowance to be paid upon presentation of a receipt to the **Company**.

### **F. TOOL ALLOWANCE**

Effective 1/1/09 each journeyman level electrician and Leads shall receive a \$250.00 per year tool allowance based upon the tool list developed by the Union and Company, and approved by the FAA Customer. This tool allowance is to be payable on the Employee's anniversary date of record on the contract.

### **G. VACATIONS**

**Section1.** Vacation Credits shall be accrued on a per pay period basis at the following rate.

- a) From the hire date to (8) eight years of Seniority the employee shall accrue 3.08 hours per pay period.
- b) From (8) eight years to (15) fifteen years of Seniority the employee shall accrue 4.62 hours per pay period.
- c) From (15) fifteen to (18) eighteen years of Seniority or more the employee shall accrue 6.15 hours per pay period.
- d) From (18) or more years of Seniority the employee shall accrue 7.69 hours per pay period.

- e) The employee will be authorized to have a maximum of two (2) weeks vacation accrual on the books.
- f) Employees shall be paid for all accrued vacation hours annually that are in excess of the maximum two (2) weeks.
- g) Employees leaving the Company having completed a 90 day probation period will be paid for all unused vacation upon termination.

**Section 2.** Vacation time can be used in four (4) hour increments and are scheduled on a first come first serve basis with SWFS management. Upon common consent of employee and SWFS management the employee will be allowed to take vacation time in increments of less than (4) hours.

**Section 3.** Vacation pay will be calculated on the basis of the Employee's base rate in effect at the time he takes his vacation.

## **H. HEALTH CARE**

The **Company** will contribute a minimum of \$4.70 for each hour worked by all regular full-time Employees in the 2009 period. Effective January 1<sup>st</sup> 2010 the Company will contribute a minimum of \$4.75 for all hours worked.

**Health Care Plan:** The **Company** will provide health care plan for the benefit of regular full-time Employees. This benefit is currently provided by the purchase of insurance policies from various insurance companies. All regular full-time Employees will be required to enroll in the health care plan at a minimum of single coverage.

### **Single Health Care Coverage:**

- (a) Medical
- (b) Long Term Disability
- (c) Accidental Death and Dismemberment
- (d) Life

### **Optional Health Care Coverage:**

- (a) Dental
- (b) Vision
- (c) Short Term Disability
- (d) AFLAC

Enrollment in additional coverage, such as spouse or family coverage as offered by the health care plan is optional with each regular full-time Employee. In the event there is a surplus after the premium for the health care policy is paid, then the **Company** shall contribute the credited amount for the benefit of such Employee to

the pension plan described in Article 12.

#### **H.1 Part-Time and Temporary Employees**

- Employees hired under a part-time or temporary status will receive in cash all Health and Welfare fringe benefits in lieu of Company provided Health Plan coverage during the temporary period.

### **I. JURY DUTY**

The **Company** will pay an Employee, who actually performs jury service, the difference between eight (8) hours of the Employee's wages and the compensation received by the Employee for each day of jury service, not to exceed five (5) days of jury service within a period of one (1) year.

An Employee performing jury service will not be required to report to work if his jury service exceeds four (4) hours in a day. Proof of jury service and time spent on jury service must be presented to the **Company**.

### **J. SICK LEAVE**

- a) Sick Leave shall be accrued at a rate of 1.85 hours per pay period.
- b) Sick leave may be used in one (1) hour increments.
- c) The use of sick leave is provided to cover paid time away from work in the event that an employee is unable to work.
- d) It is understood that employees may use sick time as personal time if their vacation credit is below (8) eight hours, not to exceed 24 hours.
- e) Employees may carry over a maximum of 170 hours of sick leave each year.

## **K. BEREAVEMENT LEAVE**

Beginning on the effective date of this Agreement each Employee shall be entitled to three (3) bereavement leave days, with pay, annually (Benefit Year). Bereavement leave may be taken upon the death of an Employee's father, mother, spouse, sister, brother, children (including foster children in the Employee's home, due to a state agency, who die while in the Employee's home), grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, step mother, step father, step sister, step brother, step child, son-in-law, grandchild, or spouse's grandparents. Pay for bereavement leave days shall be computed at eight (8) hours per day at the Employee's straight time hourly rate, exclusive of shift premium. The Employee must give the **Company** as much notice as the situation permits of his intention to take bereavement leave. All bereavement leave must be taken in increments of not less than one-half (1/2) day. The **Company** may require the Employee to provide an obituary notice, or other evidence of the death of such relative as a condition of receiving bereavement leave benefits. Unused bereavement leave shall not accrue to the next Benefit Year, nor shall it be payable in cash.

## **ARTICLE 10**

### **UNPAID LEAVE OF ABSENCE**

Employees who are selected by their local **Unions** to serve as accredited delegates to conventions or similar meetings shall, upon not less than two (2) weeks' notice to the **Company**, be granted a leave of absence without pay, not to exceed five (5) working days, in one year for the purpose of attending the convention or meeting. The **Company** will grant leave of absence without pay in accordance with all relevant federal and state laws. The granting of unpaid leave of absence for any other reason shall be at the discretion of the **Company**. Unpaid leave of absence granted at the discretion of the **Company** shall be applied for in the manner, and shall be on such terms and conditions, as set forth by the **Company**. Employment may be terminated if the Employee fails to return to work on the next work day after the end of a leave of absence. The **Company** shall notify the shop steward of leaves of absence granted or denied to Employees.

## **ARTICLE 11**

### **401-K**

The **Company** agrees to make available a voluntary 401-K salary deferred retirement plan to all regular full time and part-time employees. Employees will be allowed to contribute up to the maximum extent according to IRS laws. This is also the selected plan the **Company** will deposit all unused Health and Welfare funds.

## **ARTICLE 12**

### **PENSION PLAN**

The **Company** will provide a defined contribution pension plan administered by an independent third party administrator. The third party administrator is currently Beneco, Inc. In addition to any contributions that may be made pursuant to the provisions of Article 9 (D) above, the **Company** will contribute to the pension plan, for the benefit of each regular full-time Construction Electrician and regular full-time Maintenance Electrician, 3.5% of that Employee's gross wages based on hours worked. The contributions to the pension plan will be made as directed by the Employee to one of the fund options provided for in the plan documents.

## ARTICLE 13

### SELECTION OF PROVIDERS AND CLAIMS FOR BENEFITS UNDER THE HEALTH CARE AND PENSION PLANS

The **Company** retains the sole discretion to determine the selection of the insurance carrier to provide the health insurance policy and the terms of the insurance policy including, but not limited to, the type of health related conditions covered and excluded, maximum benefits payable, co-payment and deductible provisions, administrative provisions, and the right to change insurance carriers, or to make any other changes allowed by the plan documents. The **Company** also retains the sole discretion to change the administrators and/or fiduciaries of the pension plan and make any other changes in the pension plan allowed in the plan documents and not otherwise prohibited by law. Claims by an Employee for benefits due under the health care plan and/or the pension plan shall not be subject to the grievance/arbitration procedure provided for in this Agreement, but all such claims shall be made directly against the insurance carrier and/or plan administrator and shall be determined by reference to the health care insurance policy or the pension plan documents. The **Company's** only obligation under the terms of this Agreement with respect to the health care plan and pension plan is to make the financial contributions set forth above.

## ARTICLE 14

### OVERTIME

#### **A.     *Construction Electrician:***

All hours worked by Construction Electricians in excess of eight (8) in a day and forty (40) in a week shall be paid at the rate of one and one-half times the regular straight time rate of pay. Time paid but not worked will not be considered for the purpose of overtime premium.

#### **B.     *Maintenance Electrician:***

All hours worked by Maintenance Electricians in excess of forty (40) in a week shall be paid at the rate of one and one-half times the regular straight time rate of pay.

Time paid but not worked will not be considered for the purpose of overtime premium.

- **No overtime shall be worked except by specific direction from management.** If an employee is specifically notified during a work week and scheduled to start work before or after his/her regular starting time, the employee shall receive an additional \$0.50 per hour for all hours worked on that day. This provision shall not apply if the notification is made before the work week for which the change applies.

## **ARTICLE 15**

### **TEMPORARY TRANSFERS &UPGRADES TO HIGHER CLASSIFICATIONS**

- Temporary position transfers by the **Company** may be made without change in job classification or base rate of pay, for a maximum of 10 consecutive work days unless extended by mutual agreement of the company and Union.
- Employees assigned by the **Company** to a higher classification (Lead) having met all required qualifications and certifications of the higher classification will be paid at the Lead rate of pay for work performed in (8) or more consecutive hours ( Full Day) and shall be paid retroactive to the first hour. Employees shall be required to submit all hours worked in the higher classification on daily time sheets.

## **ARTICLE 16**

### **PAY DAY**

The **Company** will pay Construction Electricians weekly and within one week of the end of the payroll period; and will pay Maintenance Electricians bi-weekly and within two weeks of the end of the payroll period.

## **ARTICLE 17**

### **HEALTH AND SAFETY**

An Employee will not be required to perform a task which endangers the



safety and/or health of the Employee or others. If an Employee believes that the performance of a task will so endanger safety and/or health, he will immediately report that fact to a supervisor or the Project Manager with a description of the unsafe and/or unhealthy condition and a recommendation for rectifying the condition.

## **ARTICLE 18**

### **NONDISCRIMINATION**

In a desire to restate their respective policies, neither the **Company** nor the **Union** shall unlawfully discriminate against any Employee because of such Employee's race, color, religion, sex, age, or national origin or because the Employee is handicapped, a disabled veteran, or veteran of the Vietnam era.

## **ARTICLE 19**

### **JOB POSTINGS & NOTICES**

The **Company** will provide one (1) bulletin board for the exclusive use by the **Union** for the purpose of job postings and notices to the Employees. All notices will be posted by the **Union** Steward at the facility location and the Union Steward shall notify the IBEW Human Resources Department or Job Line; of the active posting for vacancies or new positions for recruitment purposes. The **Company's** Project Manager and the **Union** Steward will mutually agree on the location of the one (1) bulletin board.

## **ARTICLE 20**

### **GENDER LANGUAGE DISCLAIMER**

It is understood wherever in this Agreement Employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both males and females.

## **ARTICLE 21**

### **SEPARABILITY PROVISION**

Any provision of this Agreement that is adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes null and void but all other provisions of this Agreement shall continue to be in full force and effect except as provided herein.

In the event the Union and Company find that any provision of this Agreement is invalid as a matter of law, they shall immediately re-negotiate the affected portion.

## **ARTICLE 22**

### **LICENSE AND CERTIFICATION RENEWALS**

The Company will pay for all State of Oklahoma required Electrical license and National Electrical Code (NEC) refresher courses required to retain an annual electrical license and to maintain compliance with the applicable Statement of Work requirements outlined by the FAA. The Company will pay the base rate of each required license excluding; Initial license as a condition of employment, all temporary employees and any penalties and late fees for annual renewals. The Company will pay up to \$85.00 for all dues paying and non- dues paying members for re-fresher courses as required by the State of Oklahoma to retain an annual license. All request for reimbursement cost of license or certifications by the Company must have a receipt for proof of completion and payment.

## **ARTICLE 23**

### **COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter in the area of proper and legal collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement; EXCEPT in the event any federal or state legislation, governmental regulations, or court decision causes invalidation of any article or section of this Agreement, OR in the case of a change in the Company's contract with the government which results in a change in the Company's work requirements at the

locations referred to in Article 1- UNIT OF REPRESENTATION, EMPLOYMENT CLASSIFICATIONS and which renders any provision of the Agreement inapplicable or incomplete; then, if appropriate, upon request of either party, the parties shall meet to negotiate an amendment to the article or section of this Agreement which has been rendered invalid, inapplicable, or incomplete. The parties mutually agree that any questions, concerns, issues, disputes or grievances which may arise regarding the contract and/or this Agreement shall be resolved pursuant to past practice and the contract. All other articles and sections not rendered invalid, inapplicable, or incomplete, shall remain in full force and effect.

## ARTICLE 24


### TERM OF AGREEMENT


This Agreement shall be effective from the 1st day of January 2009, to the 31st day of December 2010. On notice given by either party to the other not more than ninety (90) days and not less than sixty (60) days prior to the termination date, the parties agree to meet for the purpose of negotiating a successor agreement.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on December 04, 2008.

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL 1141**

**SOUTHWEST FACILITY  
SUPPORT, LLC**

  
Joe P. Smith  
Business Manager and Financial  
Secretary

  
Quetta Fritsch  
Business Partner SWFS LLC

12-4-08  
Date

12/04/08  
Date

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                      Wage Determinations

Wage Determination No.: CBA-2008-2530  
Revision No.: 0  
Date Of Last Revision: 12/12/2008

State: Oklahoma

Area: Oklahoma

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Employed on FAA, Mike Monroney Aeronautical Center (MMAC) contract for operations and maintenance at the Mike Monroney Aeronautical Center (MMAC) in Oklahoma City, OK.

Collective Bargaining Agreement between contractor: Southwest Facility Support, LLC, and union: International Association of Machinists and Aerospace Workers Local 850, effective 11/9/2008 through 11/1/2010.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Southwest Facility Support, LLC.**

**And**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**Local Lodge No. 850**

**And**

**District Lodge 171**

**December 9, 2008 – November 1, 2010**

# TABLE OF CONTENTS

AGREEMENT	.....	3
ARTICLE 1	RECOGNITION.....	3
ARTICLE 2	MANAGEMENT RIGHTS.....	4
ARTICLE 3	DUES CHECK OFF.....	4
ARTICLE 4	SENIORITY.....	5
ARTICLE 5	HOURS OF WORK.....	6
ARTICLE 6	OVERTIME.....	6
ARTICLE 7	HOLIDAYS.....	7
ARTICLE 8	GRIEVANCE/ARBITRATION PROCEDURE.....	7
ARTICLE 9	STRIKES, LOCKOUTS AND WORK STOPPAGES.....	9
ARTICLE 10	LEAVE OF ABSENCE.....	9
ARTICLE 11	VACATION – SICK LEAVE.....	10
ARTICLE 12	JURY PAY.....	11
ARTICLE 13	SAFETY AND HEALTH BENEFITS.....	11
ARTICLE 14	WAIVERS.....	12
ARTICLE 15	BULLETIN BOARDS.....	12
ARTICLE 16	HEALTH & WELFARE.....	12
ARTICLE 17	GENERAL.....	13
ARTICLE 18	UNION REPRESENTATION.....	13
ARTICLE 19	WAGES.....	14
ARTICLE 20	PENSION PLAN & SAVINGS AND INVESTMENT PLAN.....	15
ARTICLE 21	DURATION.....	16
APPENDIX A	COMPANY RULES.....	17

## AGREEMENT

THIS AGREEMENT entered into at Mike Monroney Aeronautical Center (MMAC), Oklahoma City, Oklahoma, effective, December 9, 2008 by and between Southwest Facility Support, LLC., (hereinafter referred to collectively and separately as the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, District Lodge 171 and its Local Lodge No. 850 (herein referred to collectively and separately as the "Union") as representative for the purpose of collective bargaining of the employees hereinafter defined. Said parties agree as follows:

The purpose of this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations for the duration of this agreement.

The term "employee" or "employees" as used in this agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining unit described in the Recognition Article, and this agreement shall apply only to such employees.

This agreement can be changed or modified only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives; provided, however, that written agreements regarding particular matters or understandings may be made between the Company and the Union and shall be binding upon the employee or employees concerned, the Company and the Union.

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

This agreement shall be binding upon the Company, its corporate successors and assigns.

## ARTICLE 1 RECOGNITION

1.1 The Company recognizes District Lodge 171 and its Local Lodge 850 International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive bargaining representatives with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of the Southwest Facility Support, LLC., located at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma in the bargaining unit described in the certification issued by the National Labor Relation Board:

● Case 17-RC-12356

1.2 The term "temporary employees" is limited to employees hired for a period not to exceed one hundred twenty (120) calendar days.

1.3 The term "part-time employees" as used in this Agreement means employees who are regularly scheduled to work less than thirty (30) hours per week.

1.4 The term "full-time employees" as used in the Agreement means employees who are regularly scheduled more than thirty (30) hours per week.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

2.1 **Management Rights.** The Union recognizes that it is the function and right of management to exercise its own judgment and discretion in developing processes, which meet the standards of Government requirements and customer acceptance. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, and functions are retained and vested in the Company, including, but not limited to, the rights: to reprimand, suspend, discharge or otherwise discipline employees for "Just Cause" in accordance with this Agreement; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off; recall to work; to set the standards of productivity, and services to be rendered; to maintain the efficiency of operations; to use independent contractors to perform work or services when directed by the government; to control and regulate the use of machinery, facilities, equipment and other property of the Company; to introduce new or improved research, production, service, distribution and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments of the Company; to issue, amend and revise policies, rules, regulations and practices within the limitations of this Agreement; and to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

The Union further recognizes that nothing contained in this agreement shall in any way be construed to limit the right of the Company to discharge any employee or refuse to hire any employee at the request of the Contracting Officer in order to comply with the Company's obligation to the Government of the United States of America under the Company's contract with the FAA. The Company agrees to notify the Union prior to any discharge, where the Government may require the removal of any employee and, if permitted by security regulations, will disclose to the Union the reason or basis for the actions of the Company.

The Union further acknowledges that the Company may implement reasonable rules and regulations concerning methods to identify illegal work force and work place drug users and alcohol users and to fix and impose penalties for the violations in accordance with the Company Drug and Alcohol Policy.

## **ARTICLE 3**

### **DUES CHECK OFF**

3.1 The Company agrees to a check off of Union dues for all employees covered by this agreement, provided that the Union delivers to the Company a written authorization to make such deductions, signed by the employee, irrevocable for one year or the expiration date of this agreement, whichever shall occur sooner. The Company shall make deductions for each member from the first pay period of such member each month. The Company shall promptly disburse to the Union Secretary-Treasurer of District 171 the amount deducted not later than the 25<sup>th</sup> of that month.

3.2 Nothing contained in this Article shall be construed to require the Company to violate any applicable law.

3.3 The Union agrees to and does hereby hold and save the Companies harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Companies' agreement to deduct dues from the employee's paycheck and the Unions assumes full responsibility for the disposition of the funds so deducted when turned over to the Secretary-Treasurer of the Union.



## **ARTICLE 4**

### **SENIORITY**

4.1 The term "seniority" is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of similar work at the same facility. An employee who is transferred into the bargaining unit from another Company site shall establish a new seniority date which is the date the transfer is effective. Employees transferring in from another Company site shall retain their original benefit date.

4.2 Probationary Period: Any employee who has been in the employment of the Company for ninety (90) consecutive calendar days shall be considered a Seniority Employee of the Company. During the probationary period the employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure.

4.3 Seniority will not be broken for: (1) periods of approved leave of absence, (2) periods of layoff due to lack of work, (3) periods of absence due to injury or illness. Periods of absence set forth in (1), (2) and (3) shall not exceed eighteen (18) months. In the case of occupational injuries, continuous employment will be for the length of the disability as provided under the law.

4.4 When two or more employees are hired on the same day, the last four digits of their Social Security number shall then be used for purposes of layoff, recall and promotion; i.e., if two employees have the same seniority date, the employee that has the lowest number shall be considered to be the most senior of the employees hired on the same day.

4.5 Loss of Seniority: All seniority of any employee shall terminate if the employee:

- Voluntarily resigns,
- Is Discharged for Just Cause,
- Fails to be recalled from layoff within eighteen (18) months of such layoff, the employee must respond within five (5) days of USPS "Delivery Confirmation" of a "Letter" of recall, sent to his last known address,
- Has Unexcused absence from work for a period of three (3) consecutive workdays,
- Transfers to a position outside the Bargaining Unit.

4.6 Seniority List: A seniority list will be maintained by the Company and will be made available to the Union semi-annually, if requested. The Company will also furnish a list to the Union reflecting new-hires or rehires, their classification, their date of hire, and termination or layoff dates.

4.7 Job Vacancies/Job Postings: When a job classification becomes vacant and is needed to be filled, it will be posted for five (5) working days. The job posting shall include the job classification, rate of pay, days of work and shift or starting time. Any employee may sign the job posting notice before the close of the posting period. The job will be filled by the senior "qualified" bidder. "Qualified" and "qualified to perform the work" as used in this agreement shall mean possession of the required experience, required license, required training, and the ability to perform satisfactorily the required duties of the job and to meet standards of quality and quantity without the need of extensive training. The successful bidder shall be assigned to their new job within (10) ten working days after the job award at the appropriate rate of pay. The successful bidder may be returned to their former job classification, if within fifteen (15) working days after beginning the new job classification he/she fails to perform the work satisfactorily. The employee shall also have the right to return to his former job classification anytime within fifteen (15) working days after beginning his new job.

4.8 Reduction In Force: In the event of a reduction in force, the Company shall designate the number of positions to be reduced in each affected job classification. The least senior employee(s) in the affected job classifications will be designated for layoff. Qualified employees will be given an opportunity to bump a less senior employee in their job skill category and will receive the pay of that classification. Bump rights must be exercised within forty-eight (48) hours of notice of layoff. Recall shall be accomplished in inverse seniority

order within the classification, with the most senior employee on layoff being recalled first to his classification. The Company will provide a minimum of two (2) weeks notice of any anticipated reduction in force, except where circumstances beyond the Company's control prevent such timely notification.

## **ARTICLE 5** **HOURS OF WORK**

5.1 The purpose of this Article is to define the normal hours of work, but nothing in this agreement shall be construed as a guarantee of hours of work for any period.

5.2 The normal work day for each shift shall consist of eight hours, exclusive of lunch, except for those employees assigned to continuous duty operations (CCMS Operators and Surveillance Operators).

5.3 The pay period shall begin at 0001 hours on Saturday and end at 2400 on Friday.

5.4 The normal work week shall consist of 40 hours, and up to five consecutive days, Monday, Tuesday, Wednesday, Thursday and Friday.

5.5 An "odd" work week, as provided in this agreement, shall consist of forty hours (40) per week and five consecutive days in which the employee is required to work Saturday and/or Sunday. Employees who work Saturday or Sunday in their "odd" work week will be paid a differential of \$0.75 per hour effective 1 January, 2006. The differential shall be paid for all hours worked on Saturday and/or Sunday.

5.6 Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The starting time of the various shifts will be as follows:

First Shift:	Beginning at or after 4:00 a.m. but before 12:00 noon.
Second Shift:	Beginning at or after 12:00 noon but before 8:00 p.m.
Third Shift:	Beginning at or after 8:00 p.m. but before 4:00 a.m.

5.7 Effective 1 January, 2009 If an employee is specifically notified during a work week and scheduled to start work before or after his/her regular starting time, the employee shall receive an additional \$.50 per hour for all hours worked on that day. This provision shall not apply if the notification is made before the work week for which the change applies. Scheduled changes will be coordinated by the end of the work day prior to the work being accomplished.

5.8 CCMS Operators and Surveillance Operators: The normal workday shall consist of up to twelve (12) hours.

5.9 MMAC Maintenance: Employees may work four (4) consecutive ten (10) hour days with the mutual agreement of the Company and the Union.

5.10 MMAC Maintenance: The Company will post a work schedule in each building.

5.11 In the case of customer-designated weather days, where the base is shut-down or delayed reporting time is authorized; employees will be reimbursed for lost work hours at their regular rate of pay. This provision does not apply to the call-out of first responders/emergency personnel or normally scheduled CCMS Operators or Surveillance personnel.

## **ARTICLE 6** **OVERTIME**

6.1 The provisions of this Article are intended to provide the basis for calculation and payment of premium pay and shall not be construed as a guarantee of any specific overtime hours.

6.2 It is understood and agreed that the Company reserves the right to require covered employees to perform overtime work in order to meet customer needs. When such overtime is required, employees involved shall be given as much notice as possible. Overtime opportunities shall be evenly distributed within the

classification. The Company may require the least senior qualified employee(s) to work overtime should a sufficient qualified workforce not otherwise be available.

6.3 Overtime will be paid at one and one-half (1 ½) times the regular rate of pay for all authorized hours worked in excess of forty (40) hours in the employee's normal workweek.

6.4 No overtime shall be worked except by specific direction from management.

6.5 There shall be no pyramiding of Overtime.

## **ARTICLE 7** **HOLIDAYS**

7.1 Holidays: The following ten (10) observed holidays shall be designated holidays for each calendar year.

New Years Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

In addition to the above holidays presently recognized, the Company agrees to observe any holidays declared as a legal holiday (either declared by Congress, or the President) and observed by the MMAC.

7.2 Whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed, if officially declared the holiday and generally observed by the FAA at the MMAC. Whenever one of the above holidays falls on Saturday, the Friday immediately preceding shall be observed, if officially declared the holiday and generally observed by the FAA at the MMAC. Said holiday falling on Saturday or Sunday, and observed on the preceding Friday or following Monday, shall be considered the regular holiday.

7.3 Holiday pay shall be paid for (8) eight hours at the straight time rate, including any applicable differentials and premiums.

7.4 In case the Company requires an employee to work on a designated holiday, the employee will receive the applicable holiday pay and, in addition, the work performed by such employee shall be paid for at one and one half (1 ½) times their regular straight time rate.

7.5 Beginning 1 January 2009, during holiday weekends (where the holiday falls on or is observed on Friday or Monday) employees scheduled to work Saturday or Sunday (outside of their normal scheduled work week) shall be paid at one and one half (1 ½) times their hourly rate for hours worked. This provision does not apply to normally scheduled CCMS Operators or Surveillance personnel

## **ARTICLE 8** **GRIEVANCE / ARBITRATION PROCEDURE**

8.1 The term "grievance" as used in this agreement means any dispute arising regarding the interpretation, application, claim of breach or violation of this agreement which an employee has not been able to adjust with their immediate supervisor with or without his/her steward, which shall be at the employee's discretion. Both parties agree to use their best efforts, including informal meetings involving management, supervision, shop steward, and the grievant, to resolve matters without resorting to the grievance procedure

except that any such meetings shall not extend the time limits set forth in this Article. Such grievance shall be handled as promptly as possible in accordance with the following procedure:

8.2 All grievances beyond Step 1 involving employee claims shall be in writing and shall be signed by all employees claiming rights there under. Such grievances must state the facts, identify the appropriate article, and state the remedy requested. In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits:

Step 1: The employee(s), with their steward, shall promptly bring a grievance to the Project Manager within five (5) working days following the event or discovery of the event giving rise to the grievance. In the event an employee is unavoidably absent due to illness or injury, or unavailable due to vacation or other approved reasons, the employee's shop steward may bring the grievance to the Project Manager. If such grievance is not settled within five (5) working days then:

Step 2: Within ten (10) working days following the event or discovery of the event giving rise to the grievance a written grievance containing the article or section which is claimed to be violated and the remedy requested must be signed by the employee and submitted by the Shop Steward and taken up with the Project Manager or his designee. A meeting will be scheduled within five (5) subsequent working days. If no agreement has been reached within ten (10) working days, the Company will reply in writing. If the written reply is not satisfactory, it may be moved to Step 3.

Step 3: Within five (5) working days of the Step 2 reply, the grievance may be moved to Step 3 by written appeal to the Company Human Resources Representative. The Southwest Facility Support, LLC., Director of Human Resources or designee and the Business Representative of the Union, shall meet within fifteen (15) working days after receipt of the grievance into a third step. A written reply from the Southwest Facility Support, LLC., Director of Human Resources will be given to the Union within fifteen (15) working days after the meeting. If no agreement has been reached within thirty (30) working days from the Step 3 meeting, either party may submit the grievance or dispute to arbitration as covered in the "Arbitration Procedure" article. Also see Section 8.7.

8.3 The grieved employee may and their Union Steward shall have the right to be present at Step I or Step II of the grievance procedure. No employee may leave the job, take up, or settle a grievance without requesting permission from the immediate supervisor. Such permission will be granted provided it does not interfere with operations, customer commitments or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions outlined above.

8.4 The company will grant the Union reasonable and relevant requests to examine time sheets and other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or other relevant records pertaining to a specific grievance. Compensation will be paid for reasonable time spent discussing or investigating grievances during normal work schedules.

8.5 It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.

8.6 The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within the thirty (30) working day period specified in Step 3 of the "Grievance Procedure" Article, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

8.7 The SWFS, Managing Partner of Southwest Facility Support, LLC., will be contacted prior to the decision to arbitrate an unresolved grievance. If resolution is not reached, the party desiring arbitration shall notify the other party in writing within the aforementioned thirty (30) day period, and shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall meet after receipt of such list and be entitled to alternately strike a name from the list until one name remains and this person shall be the arbitrator.

The parties agree that the decision or award of such arbitrator shall be final and binding on each of the parties and that they will abide thereby. The authority of the Arbitrator shall be limited to determining questions involving the interpretation or application of specific provisions of this Agreement. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of this Agreement, to change an existing salary rate or to establish a new salary rate. In no event shall the same question or issue be the subject of arbitration more than once. Each party shall bear the expenses of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by both parties.

8.8 The Company agrees that the Business Representative or acting business representative will be allowed to visit employees while they are on the job in the Company's operations for the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement, subject to the customer's rules and regulations regarding site access. Prior approval must be obtained from the Project Manager or his designee and such visits shall not interfere with any work being performed. The Business Representative shall notify the Project Manager or his designee when he is leaving the Company's operations. The Company, if it desires, may have a Company representative accompany the Business Representative or his designee while he is visiting its operations.

8.9 Non-Binding Mediation: If the grievance can not be satisfactorily resolved at Step 2, and if both parties agree, a grievance may be submitted to non-binding mediation by a joint request of the Company and the Union to the Federal Mediation and Conciliation Service. Such request must be made during the time period after the Company gives its written Step 2 answer and before the Union's time limitations on providing written notice to arbitrate expires. Once such a request is agreed to, the time limits will be extended. If a satisfactory solution cannot be reached through mediation the Union may proceed to Arbitration, under Article 8.7 time spent by the grievant or Union officials in attending mediation will be done without loss of pay.

## **ARTICLE 9**

### **STRIKES, LOCKOUTS AND WORK STOPPAGES**

9.1 The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly, or individually engage in or participate directly or indirectly in any strike, slowdown, work stoppage or picketing during the term of the Agreement.

9.2 In the event of any violation of 9.1 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such misconduct.

9.3 Company agrees not to cause, permit or engage in any lockout of employees during the term of this agreement. A lockout shall not be construed as the closing down of or curtailing work or any part thereof for business purposes.

## **ARTICLE 10**

### **LEAVE OF ABSENCE (LOA)**

10.1 Union Leave. Employees elected or selected to full time jobs in the Local Union, District Union or the International Union, which takes them from their employment with the Company, shall upon written request to the Company receive a leave of absence, without pay, for a period equal to their tenure of employment with the Union.

10.2 Upon completion of their leave (under paragraph 10.1) of absence during the existence of this agreement, they shall be re-employed according to their seniority. At the wage rates existing at the time of their return, provided such work is available for them according to their seniority, and they are qualified to perform such work. Seniority shall accumulate during such leaves of absence.

10.3 Leaves of absence without pay for Official Union Business will be granted by the Company on five (5) days written request of the Union provided the absence does not adversely impact contract performance.

Employees on Union LOA at any one time will not exceed five (5) days. It is the intention of the Union to honor and respect the requirements of production in requests for leaves of absence for Union business. When permitted by mission requirements, the Company will consider waiver of the five (5) day notice when requests are of an emergency nature. Seniority will accumulate during such leaves of absence.

10.4 Personal Leave. After an employee has exhausted their paid leave, the Company may approve a leave of absence for relatively short periods without pay or benefits up to thirty (30) calendar days for personal reasons. Such leave must be requested in writing and approved by the Project Manager or designee through the employee's supervisor. Said request must also state the reason for the unpaid leave. Employees must request such leave at least ten (10) calendar days prior to the date the leave would commence, except in cases of emergency. It is understood, that while an employee is on a leave without pay status, there is no eligibility for other benefits.

10.5 Employees away from their jobs because of a compensable injury or compensable disease as defined by the Workers' Compensation Act of Oklahoma will be given leave of absence and shall accrue seniority while on such leave.

10.6 Should a serious injury, illness or pregnancy require absence from work for treatment and convalescence, a certificate of fitness from a reputable physician must be furnished to the Company prior to return to work. The Company may require a physical examination, by a reputable physician, of an employee upon the expiration of the employee's leave of absence granted for illness, accident or pregnancy to determine the employee's fitness to return to the job. "Fitness to return to the job" shall mean that the individual is capable of performing essential elements of the job, with or without reasonable accommodation.

10.7 Military Leave. An employee on the active payroll of the Company who is required to annually engage in two (2) weeks (up to fourteen (14) days) of military reserve training shall be granted a leave of absence for the period of the training and shall be paid the difference between the pay received for the training period and the amount of wages the employee would have received for a standard two (2) week work schedule. Standard for the purposes of this section shall mean a forty (40) hour weekly work schedule at the employee's straight time rate of pay including any shift differential. The Company will fully comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) for employees ordered to active duty with the Armed Forces of the United States.

10.8 Bereavement Leave. An employee with the Company shall be given up to three (3) paid workdays off to attend the funeral of his immediate family. "Immediate family" shall be considered as follows:

Spouse, parent, parent of spouse, son in law, daughter in law, legal guardian, child, brother, sister, stepparent, stepparent of spouse, stepchild, stepbrother, stepsister, foster child, grandchild, grandparent, and grandparent of spouse.

10.9 Upon returning from an approved leave of absence under Article 10 of the Agreement (exclusive of Para. 10.1, 10.2); an employee shall return to their same classification, section, shift, and starting time held prior to such leave of absence.

## **ARTICLE 11**

### **VACATION – SICK LEAVE**

11.1 Vacation Credits shall be accrued on a per pay period basis at the following rate.

- a) From the hire date to (8) eight years of Seniority the employee shall accrue 3.08 hours per pay period.
- b) From (8) eight years to (15) fifteen years of Seniority the employee shall accrue 4.62 hours per pay period.
- c) From (15) fifteen to (18) eighteen years of Seniority or more the employee shall accrue 6.15 hours per pay period.

- d) From (18) or more years of Seniority the employee shall accrue 7.69 hours per pay period.
- e) The employee will be authorized to have a maximum of one (1) year vacation accrual on the books.
- f) Employees shall be paid for all accrued vacation hours annually that are in excess of the maximum one (1) year accrual.
- g) Employees leaving the Company will be paid for all unused vacation upon termination.
- h) Employees may voluntarily donate accrued vacation to an employee in need.

11.2 Scheduling. Prior approval must be given for all vacation requests. The Company reserves the right to approve or deny vacation requests based on business operations. Vacation requests will be approved based on seniority. Vacation may be used in one-fourth (1/4) hour increments.

11.3 Sick Leave shall be accrued on a per pay period basis at the following rate.

- a) Sick Leave shall be accrued at a rate of 1.85 hours per pay period.
- b) Sick leave may be used in one-fourth (1/4) hour increments.
- c) The use of sick leave is provided to cover paid time away from work in the event that an employee is unable to work.
- d) It is understood that employees may use sick time as personal time if their vacation credit is below (8) eight hours, not to exceed 24 hours.
- e) Employees may carry over a maximum of 170 hours of sick leave each year.

11.4 Advance notice of known sick or personal leave will be given to the employees' Supervisor.

11.5 Employees (other than CCMS and Surveillance Operators) who are unable to report for work because of illness or injury must notify their immediate supervisor at least thirty (30) minutes prior to the scheduled start of the employee's shift. CCMS and Surveillance Operators who are unable to report for work because of illness or injury must notify their immediate supervisor at least four (4) hours prior to the scheduled start of the employee's shift.

11.6 When an employee terminates or leaves the employment of the Company, accrued Sick Leave will not be paid.

## **ARTICLE 12**

### **JURY PAY**

12.1 Employees summoned to serve on jury duty in State or Federal courts will be granted time off (up to fifteen (15) days) upon presentation of an order requiring such duty to the Project Manager. The Company agrees to pay the employee the difference, if any, between the amounts received from the court for jury duty and the amount he would have received had he been at work. Notice of jury duty must be given to the Company upon receipt of a jury summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply.

## **ARTICLE 13**

### **SAFETY AND HEALTH**

13.1 Health and Safety. The company will make reasonable provisions for the safety and health of employees. The Union shall have the right to confer with the company on matters pertaining to safety of the employees. A safety committee composed of up to two (2) employees, appointed by the Union and up to a like number appointed by the company will be formed to consider matters relative to these issues. The safety committee shall meet regularly, as agreed to by the parties, to conduct investigations and advise management.

The duties of the joint safety committee will be to advise on matters pertaining to company compliance

with applicable laws and regulations, and make appropriate recommendations for the maintenance of proper standards. The principal duty of the joint safety committee will be to assure uniform application of such regulations and standards.

13.2 Personal Protective Equipment (PPE). Safety devices and all Personal Protective Equipment shall be furnished at no cost to the employee if required by the Company or law. The Company will annually reimburse, with a receipt, each employee for the cost of one (1) pair of safety shoes/boots not to exceed \$87.00 annually.

13.3 The Company agrees to provide foul weather gear at no cost (coveralls, rain suits, gloves, hats, boots and coats) for employees that routinely work outside in inclement weather. The Company will provide two (2) duty sets of rain gear for use by the Surveillance Operators.

13.4 The Company will reimburse \$65.00 of the cost for prescription safety glasses (lenses and frames), not to exceed one pair per year, to those employees that have been prescribed corrective lenses, which meets the ANSI standard.

13.5 Hearing. Hearing tests will be conducted annually. A copy of all hearing tests will be kept in the employees' Safety Office file and will be available upon request by the employee. The Company will post notices at least two weeks prior to the hearing tests being conducted to make all employees aware of the hearing test.

#### **ARTICLE 14**

##### **WAIVERS**

14.1 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

#### **ARTICLE 15**

##### **BULLETIN BOARDS**

15.1 The Company will provide one (1) bulletin board for the exclusive use of the Union for the purpose of job postings and notices to the Employees. All notices will be posted by the Union Steward at the facility location and the Union Steward shall notify the officers of Local Lodge 850 of the active postings for vacancies or new positions for recruitment purposes. The Company's Project Manager and the Union Steward will mutually agree on the location of the one (1) bulletin board.

#### **ARTICLE 16**

##### **HEALTH & WELFARE BENEFITS**

16.1 All employees shall participate in the Southwest Facility Support, LLC., Healthcare and Benefit Plans Single Health Care Coverage (Medical, Long Term Disability, Accidental Death and Dismemberment and Life). Optional HealthCare Coverage (Dental, Vision, Short Term Disability and AFLAC) will be made available for the employees and their dependents, when applicable. Effective the first pay period after January 1, 2009, the Company will provide each covered full-time employee with the amount of the Health and Welfare Benefit Credits specified below. Employees may use their Health and Welfare Benefit credits toward payment of chosen plan coverage for themselves and eligible dependents. Any coverage costs in excess of the Company provided credits will be paid by the Employees via pre-tax payroll deductions, when applicable. Any excess credits will be paid into each Employee's individual retirement and savings plan administered by an approved plan administrator appointed by the Company.



January 1, 2008  
\$4.50

January 1, 2009  
\$4.65

January 1, 2010  
\$4.80

The Company agrees that the Health and Welfare benefits will be paid to all employees for all hours in pay status to include vacation, holiday and sick hours

16.2 An employee on an authorized leave of absence or layoff may continue health and welfare benefits for themselves and their dependents for up to (18) eighteen months, provided they pay the amount in effect at the time directly to Southwest Facility Support, LLC. The employee will be billed for their share of the cost.

16.3 The elected Business Representative of the Local Union, if an active Company employee at the time of election, may keep the insurance in force for a period equal to their tenure of employment with the Union by paying 100% of the full monthly premiums, if accepted by the Insurance carrier. In the event that Southwest Facility Support, LLC., is no longer the employer of record, our obligation under this provision would end.

## **ARTICLE 17**

### **GENERAL**

17.1 Supervisory employees in job classifications not covered by this Agreement shall not routinely perform work normally performed by employees in the bargaining unit, except in cases of emergency, research work, audit, experimental, or work of a special mechanical nature, or to instruct employees properly. The term "Emergency" is defined to mean an unforeseen combination of circumstances, which call for immediate action.

17.2 The Company will make a copy of this agreement, available within sixty (60) days after execution of signatures, and a copy of the Benefit Summary, which will be provided in writing or electronically within one hundred-twenty (120) days, to all employees, including new hires, after the agreement is signed.

17.3 An employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his/her scheduled work day. Emergency transportation will be provided in the event the nature of the injury warrants.

17.4 Employees shall dress, and maintain a personal appearance and hygiene consistent with their position and job description. The Company will provide eleven (11) sets of uniforms to all employees in the industrial work areas, and provide free laundering service. A Union Insignia (Patch) furnished by the Union may be worn and attached on the Right sleeve of the Company Uniform.

17.5 Report in Pay. Unless previously notified not to report to work, an employee who reports for work at the regular starting time shall be guaranteed four (4) hours work or four (4) hours pay at his regular rate. An employee who is called out to work shall be guaranteed four (4) hours of work or four (4) hours of pay at the appropriate rate of pay. Time starts when the employee clocks-in/logs-in.

17.6 Tool Allowance. To offset the cost of employees purchasing their own tools to perform work at the MMAC, the Company agrees to a tool allowance to the designated classification. Employees will receive the tool allowance effective 1 January, 2009 and annually thereafter, based on a tool list generated by the Union and approved by the Company. (See Exhibit 1)

## **ARTICLE 18**

### **UNION REPRESENTATION**

18.1 The Company agrees to four (4) Shop Stewards. Compensation will be paid for reasonable time spent discussing or investigating grievances during normal work schedules.

18.2 Within fifteen (15) days after the effective date of this agreement the Union shall furnish to the Project Manager a written list containing the names of the Union's Secretary Treasurer and Shop Stewards. Thereafter, the Union shall notify the Project Manager or his/her designee promptly in writing of any changes.

The Company shall not be obligated to recognize or deal with any person acting as Secretary Treasurer or Shop Steward until the Company receives written notification from the Union. All such notifications shall be on the official stationery of the Union. After notification is given as herein provided, the Company shall give immediate recognition.

## ARTICLE 19

### WAGES

19.1 The following wage rates will apply during the term of this agreement.

Classification	Current Rate	1 January, 2009	1 January, 2010
Carpenter Construction	\$19.22	\$19.87	\$20.57
Carpenter Locksmith	\$19.92	\$21.15	\$21.89
CCMS Foreman	\$27.85	\$28.80	\$29.80
CCMS Lead	\$25.29	\$26.15	\$27.07
CCMS Operator	\$24.79	\$25.63	\$26.53
Electric Vehicle/Equipment Mechanic	\$19.79	\$20.46	\$21.18
Electronics Technician II/Fire Alarm	\$25.56	\$27.46	\$29.46
Elevator Mechanic	\$37.58	\$38.86	\$40.22
Elevator Mechanic Helper	\$29.17	\$30.16	\$31.22
Gardener	\$12.91	\$13.35	\$13.82
General Maintenance Worker	\$16.47	\$17.03	\$17.63
Grounds Maintenance, Foreman	\$20.05	\$20.73	\$21.46
Grounds Maintenance, Lead	\$15.53	\$16.06	\$16.62
Grounds Support Equipment Mechanic	\$21.36	\$22.09	\$22.86
Grounds Support Equipment Mechanic, Lead	\$21.86	\$22.60	\$23.39
Inventory Clerk	\$16.25	\$16.80	\$17.39
Maintenance Mechanic, Grounds	\$17.64	\$18.24	\$18.88
Maintenance Sheet Metal Worker	\$29.90	\$30.92	\$32.00
Painter	\$20.34	\$21.03	\$21.77
Pest Control/Fire Extinguisher Technician	\$21.98	\$22.73	\$23.52
Planner/Estimator	\$32.11	\$33.20	\$34.36
Service Order Dispatch	\$15.78	\$16.32	\$16.89
Supply Technician	\$23.51	\$24.31	\$25.16
Surveillance Operator	\$24.79	\$25.63	\$26.53
Water Treatment Plant Operator	\$20.15	\$20.84	\$21.56
Water Treatment Specialists I	\$17.99	\$18.60	\$19.25
Water Treatment Specialists II	\$20.15	\$20.84	\$21.56

**NOTE: Electronic Technician II/Fire Alarm**

Effective January 1, 2009: Increase current rate one (\$1.00) plus negotiated increase.

Effective January 1, 2010: Increase hourly rate one dollar and one cent (\$1.01) plus negotiated increase.

**Carpenter/Locksmith**

Effective January 1, 2009: Increase current rate fifty-three cents (\$0.53) plus negotiated increase.

19.2 Temporary transfer may be made without change in job classification or base rate of pay and for a maximum of ten (10) consecutive work days unless extended by mutual agreement of the Company and the Union.

19.3 When the employee is assigned to a higher classification for two (2) hours or more, he/she shall receive the higher rate of pay, when authorized, and the employee has submitted the required paperwork with their current time sheet.

19.4 The Company will pay for all required licenses renewals and certifications renewals. Reimbursement will be paid upon delivery of receipts to the Company.

19.5 The "Lead" Classifications or assigned "Leads" will receive a \$1.00 per hour differential in addition to their regular rate of pay, as annotated in 19.1, for all hours in pay status.

## ARTICLE 20

### PENSION PLAN & SAVINGS AND INVESTMENT PLAN

20.1 The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof to a maximum of 40 hours per work week and to a maximum of 2080 hours per calendar year for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ 0.80	per	hour	effective	January 1, 2008
\$ 1.00	per	hour	effective	January 1, 2009
\$ 1.20	per	hour	effective	January 1, 2010

20.2 The Company shall continue contributions based on a forty (40) hour work week while an employee is off work in pay status due to paid vacations, paid holidays, paid sick leave, paid personal leave and/or other paid time off covered by this Agreement.

20.3 Contributions for a new part-time and/or new full-time employee shall be payable from the first day following the completion of the probationary period.

20.4 The Union and Company will adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

20.5 The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

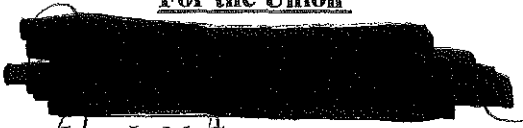
20.6 This Article contains the entire Agreement between the parties regarding pension and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the Pension Fund.


20.7 401K. Bargaining unit employees may participate in the Company's 401K Savings Plan as described in the Plan Documents and Rules, on a voluntary basis. There will be no Company discretionary or matching contributions to this Plan in behalf of employees covered by this Agreement.


**ARTICLE 21**  
**DURATION**

21.1 This agreement shall be effective from December 9, 2008 and shall automatically renew itself from year to year thereafter unless written notice of desire to terminate is given by either party to the other at least 60 days prior to November 1, 2010 or at least 60 days prior to any annual expiration date thereafter, in which event it shall terminate at midnight on November 1, 2010 or on midnight of such annual expiration date.

**For the Union**


  
Jerry L. McCune  
District Lodge 171  
IAM&AW


  
Tony L. Bennett  
District Lodge 171  
IAM&AW


  
Ben Moody  
Committeeman

  
Bill Balding  
Committeeman

**For the Company**

  
Dennis Holland  
Labor Relations, Director  
Southwest Facility Support, LLC

  
Marquette R. Fritsch  
Manager  
Southwest Facility Support, LLC

  
Mark S. Davis  
Project Manager  
Southwest Facility Support, LLC

**APPENDIX A**  
**COMPANY RULES**

The Company utilizes the following forms of discipline: Written Warnings, Suspension and/or Discharge.

**CLEARING PROCEDURES**

A period of good conduct following a rule violation will result in removal of previously issued warning and suspension notices from the employee's personnel file in accordance with the following principles:

Written Warnings will be cleared as follows:

- A. Written warning notices not involving a suspension will be returned to the employee six (6) months from date of issue.
- B. Written warning notices involving a suspension will be returned to the employee twelve (12) months from date of issue.

**EXCESSIVE RULE VIOLATIONS**

- A. An employee receiving three (3) written warnings not involving a suspension (not necessarily on the same rule) within a six-month period, none of which have been cleared by the above procedure, will be subject to a three day suspension.
- B. An employee receiving a combination of two written warnings not involving a suspension and one written warning involving a suspension (not necessarily on the same rule), none of which have been cleared by the above procedure, will be discharged.
- C. An employee receiving two written warning (not on the same rule) involving a suspension, neither of which have been cleared by the above procedure, will be discharged.

**Violation and Penalty Chart**

The following violations will provide cause for the specified penalties to be assessed:

RULE #	VIOLATION	PENALTY FOR EACH OFFENSE			
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
1.	Violating safety, fire, housekeeping, or health regulations or prescribed safety and health practices.	Written Warning	Written Warning or 3-Day Suspension	3-Day Suspension	Discharge
2.	Unsatisfactory quality or quantity of work.	Written Warning	Written Warning or 3-Day Suspension	3-Day Suspension or Discharge	Discharge
3.	Threatening, intimidating, coercing or interfering or making defamatory, vicious, or malicious statements against any employee, customers, the Company or its products or services.	Written Warning	Written Warning or 3-Day Suspension	3-Day Suspension or Discharge	Discharge

RULE #	VIOLATION	PENALTY FOR EACH OFFENSE			
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
4.	Vending, seeking, or collecting contributions or distributing literature in work areas without permission of designated Company representative.	Written Warning	Written Warning	3-Day Suspension	Discharge
5.	Violating assigned work schedules by:				
a.	Reporting late or failure to clock in or out, unless excused, three times in a 60-day period.	Written Warning	Written Warning or 3-Day Suspension	3-Day Suspension or Discharge	Discharge
b.	Unauthorized absence of one workday/shift.	Written Warning	3-Day Suspension	Discharge	
c.	Failing to work scheduled overtime (unless excused).	Written Warning	3-Day Suspension	Discharge	
d.	Preparing to quit work for the day prior to specified time.	Written Warning	3-Day Suspension	Discharge	
6.	Loafing, loitering, hiding, or leaving work station without supervisor's permission for reasons not connected with performance of job.	Written Warning	3-Day Suspension	Discharge	
7.	Failing to immediately notify Company authorities of an on-the-job accident or injury.	Written Warning	3-Day Suspension	Discharge	
8.	Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at anytime in areas assigned to the Company.	Written Warning	3-Day Suspension	Discharge	
9.	Operating vehicles, machines, tools, or equipment, or entering a restricted area without proper management authorization.	Written Warning	3-Day Suspension	Discharge	
10.	Deliberate conduct resulting in or contributing to violation of environmental protection policies issued by the Company, the Customer, Environmental Protection Agency, or State Environmental Agency. This rule shall not prevent the Company from disciplining employees for willful, negligent, or careless acts under other rules.	Written Warning	3-Day Suspension	Discharge	
11.	E-mail or Internet abuse	Written Warning	3-Day Suspension	Discharge	
12.	Negligence or carelessness resulting in or contributing to loss, damage, or destruction to Company, Government, civilian, or other employee's property; or causing substantial rework.	Written Warning or Suspension (1 to 3 days) depending on the circumstances	3-Day Suspension or Discharge Dependent on Severity of Violation	Discharge	

RULE #	VIOLATION	PENALTY FOR EACH OFFENSE			
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
13.	Leaving early or leaving the facility during work hours without authorization.	3-day Suspension or Discharge Dependent on Severity of Violation	Discharge		
14.	Performing unauthorized work on personal property within areas or buildings assigned to the Company.	3-Day Suspension or Discharge Dependent on Severity of Violation	Discharge		
15.	Performing other work or activity that interferes with the employee's attendance or performance of Company duties, or is considered a conflict of interest by the Company.	3-Day Suspension or Discharge Dependent on Severity of Violation	Discharge		
16.	Willfully altering, defacing, mutilating, abusing, destroying, or wasting Government, Company, civilian, or other employee's property, facilities, records, or equipment.	3-Day Suspension or Discharge Dependent on Severity of Violation	Discharge		
17.	Knowingly completing another employee's timekeeping record, altering timekeeping record, having one's timekeeping record completed by another employee or having another employee clock you in/out.	Discharge			
18.	Fighting, inciting a fight, or attempting to physically injure others on Company time or in areas assigned to the Company, at any time.	Discharge			
19.	Theft, attempted theft, or unauthorized removal of property of other employees, the Company, the Government, or others on Company time or in areas assigned to the Company at any time.	Discharge			
20.	Unauthorized possession of weapons or explosives on Company time or in areas assigned to the Company at any time.	Discharge			
21.	Insubordination.	Discharge			
22.	Unauthorized absence for three consecutive workdays.	Discharge			
23.	Any conduct that brings discredit to the Company.	Discharge			
24.	Sleeping on duty.	Discharge			
25.	Attempting to or deliberately restricting output while on duty.	Discharge			
26.	Falsification of personnel or other Company records.	Discharge			

RULE #	VIOLATION	PENALTY FOR EACH OFFENSE			
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
27.	Unauthorized use, removal, photographing, copying, or otherwise reproducing employee lists, blueprints, Company records or information.	Discharge			
28.	Deliberate falsification of facts to management, or any other form of dishonesty.	Discharge			
29.	Possession, consumption, use, transfer or being under the influence of alcoholic beverages, marijuana, inhalants, intoxicants, illegal drugs, narcotics, or the misuse of legal drugs, on Company time, or in areas or buildings assigned to the Company.	Discharge			
30.	Excessive absenteeism.	Discharge			



17.7 Tool Allowance. To offset the cost of employees purchasing their own tools to perform work at the MMAC, the Company agrees to a tool allowance to the designated classifications. Employees will receive the tool allowance effective 1 January, 2009 and annually thereafter, based on a tool list generated by the Union and approved by the Company.

(See Exhibit 1)

Classification	Tool Allowance	1 January, 2009	1 January, 2010	1 January, 2011
Carpenter Construction	\$165.00	\$165.00	\$165.00	\$165.00
Carpenter Locksmith	\$165.00	\$165.00	\$165.00	\$165.00
CCMS Foreman	\$30.00	\$30.00	\$30.00	\$30.00
CCMS Lead	\$30.00	\$30.00	\$30.00	\$30.00
CCMS Operator	\$0.00	\$0.00	\$0.00	\$0.00
Electric Vehicle/Equipment Mechanic	\$100.00	\$100.00	\$100.00	\$100.00
Electronics Technician II/Fire Alarm	\$175.00	\$175.00	\$175.00	\$175.00
Elevator Mechanic	\$200.00	\$200.00	\$200.00	\$200.00
Elevator Mechanic Helper	\$125.00	\$125.00	\$125.00	\$125.00
Gardener	\$0.00	\$0.00	\$0.00	\$0.00
General Maintenance Worker	\$150.00	\$150.00	\$150.00	\$150.00
Grounds Maintenance, Foreman	\$0.00	\$0.00	\$0.00	\$0.00
Grounds Maintenance, Lead	\$0.00	\$0.00	\$0.00	\$0.00
Grounds Support Equipment Mechanic	\$0.00	\$0.00	\$0.00	\$0.00
Grounds Support Equipment Mechanic, Lead	\$0.00	\$0.00	\$0.00	\$0.00
Inventory Clerk	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Mechanic, Grounds	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Sheet Metal Worker	\$150.00	\$150.00	\$150.00	\$150.00
Painter	\$0.00	\$0.00	\$0.00	\$0.00
Pest Control/Fire Extinguisher Technician	\$0.00	\$0.00	\$0.00	\$0.00
Planner/Estimator	\$0.00	\$0.00	\$0.00	\$0.00
Service Order Dispatch	\$0.00	\$0.00	\$0.00	\$0.00
Supply Technician	\$0.00	\$0.00	\$0.00	\$0.00
Surveillance Operator	\$30.00	\$30.00	\$30.00	\$30.00
Water Treatment Plant Operator	\$30.00	\$30.00	\$30.00	\$30.00
Water Treatment Specialists I	\$30.00	\$30.00	\$30.00	\$30.00
Water Treatment Specialists II	\$30.00	\$30.00	\$30.00	\$30.00

For the Union

For the Company

[Redacted Signature]

[Redacted Signature]

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                      Wage Determinations

Wage Determination No.: CBA-2008-2531  
Revision No.: 0  
Date Of Last Revision: 12/12/2008

State: Oklahoma

Area: Oklahoma

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Employed on FAA, Mike Monroney Aeronautical Center (MMAC) contract for operations and maintenance at the Mike Monroney Aeronautical Center (MMAC) in Oklahoma City, OK.

Collective Bargaining Agreement between contractor: Southwest Facility Support, LLC, and union: United Association of Journeyman and Apprentices Local 344, effective 1/1/2009 through 12/31/2010.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

COLLECTIVE BARGAINING AGREEMENT

between

SOUTHWEST FACILITY SUPPORT LLC

and

UNITED ASSOCIATION OF JOURNEYMAN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING  
UNION

LOCAL 344

December 8th, 2008

# TABLE OF CONTENTS

<b>AGREEMENT</b>	.....	2
<b>ARTICLE 1</b>	REPRESENTATION-EMPLOYMENT CLASSIFICATION.....	2
	A. WORK ASSIGNMENTS	
	B. EMPLOYMENT STATUS.....	4
<b>ARTICLE 2</b>	PROBATION.....	5
<b>ARTICLE 3</b>	MANAGEMENT PREOGATIVE.....	5
<b>ARTICLE 4</b>	STRIKES AND LOCKOUTS.....	8
<b>ARTICLE 5</b>	UNION SECURITY.....	8
	SECTION 1: WORKING ASSESSMENT CHECK-OFF	
	SECTION 2: UNION MEMBERSHIP DUES.....	9
<b>ARTICLE 6</b>	UNION STEWARDS.....	11
<b>ARTICLE 7</b>	GRIEVANCE PROCEDURE AND ARBITRATION.....	11
<b>ARTICLE 8</b>	WAGES AND FRINGE BENEFITS & INTERNATIONAL FUNDS.....	12
	A. WAGES.....	12
	ORGANIZING FUND.....	13
	B. TRAINING FUNDS.....	13
	C. U.A. INTERNATIONAL TRAINING FUND.....	14
	D. PERSONAL PROTECTIVE EQUIPMENT .....	16
	E. TOOL ALLOWANCE.....	16
	F. VACATIONS.....	17
	G. HOLIDAYS.....	18
	H. HEALTH CARE.....	19
	I. HEALTH & WELFARE TRUSTEES.....	19
	J. JURY DUTY.....	20
	K. SICK LEAVE.....	20
	L. BREAVEMENT LEAVE.....	21
	M. INCLEMENT WEATHER.....	21
	N. CALL BACK PROVISIONS.....	22
<b>ARTICLE 9</b>	UNPAID LEAVE OF ABSENCE.....	22
<b>ARTICLE 10</b>	401-K.....	22
<b>ARTICLE 11</b>	PENSION PLAN.....	22
<b>ARTICLE 12</b>	SELECTION OF PROVIDERS FOR PENSION PLANS.....	23
<b>ARTICLE 13</b>	OVERTIME.....	23

ARTICLE 14	TEMPORARY TRANSFERS & UPGRADES TO HIGHER CLASSIFICATIONS.....	23
ARTICLE 15	PAY DAY.....	24
ARTICLE 16	HEALTH AND SAFETY.....	24
ARTICLE 17	NONDISCRIMINATION.....	24
ARTICLE 18	JOB POSTINGS & NOTICES.....	24
ARTICLE 19	GENDER LANGUAGE DISCLAIMER.....	25
ARTICLE 20	SEPARABILITY PROVISION.....	25
ARTICLE 21	LICENSE AND CERTIFICATION RENEWALS.....	25
ARTICLE 22	RULE VIOLATIONS AND DISCIPLINARY ACTIONS.....	25
ARTICLE 23	COMPLETE AGREEMENT.....	26
ARTICLE 24	TERM OF AGREEMENT.....	26

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## FAA/OKCBM PPF CBA

### AGREEMENT

This Agreement is entered into by and between **Southwest Facility Support LLC (SWFS)**, hereinafter designated as the "**Company**" and the PLUMBERS AND PIPEFITTERS UNION, LOCAL 344 hereinafter designated as the "**Union**," for and on behalf of the employees within the bargaining unit as hereinafter described, and designated collectively as the "Employees" and singularly as "Employee", performing the facility maintenance contract at the **Company's** location at Mike Monroney Aeronautical Center.

This Agreement shall be binding upon **the-Company** and the **Union** and upon all Employees within the bargaining unit represented by the **Union** as hereinafter defined.

### ARTICLE I

#### UNIT OF REPRESENTATION - EMPLOYMENT CLASSIFICATION

The **Company** hereby recognizes the **Union** as the sole and exclusive bargaining agent for all Employees within the bargaining unit defined below with regards to wages, hours, working conditions and other conditions of employment;

Section 1. All full-time, regular part-time and temporary positions employed by the **Company** at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma, Journeyman Industrial HVAC Mechanics, Boiler Mechanics, Industrial Plumbers, HVAC Electronic Control Technicians II, III, and Maintenance Trades Helpers who are employed in the performance of the **Company's** facility maintenance contract with the FAA.

Section 2. Employees will be classified as to the type of work they are usually assigned to perform, occupation and the duration and/or frequency of their work shifts.

**A. Work Assignments**

Boiler Mechanic: The primary task of a Boiler Mechanic shall be maintenance or operations work, which is not subject to the terms of the Davis Bacon Act.

**A.1 Occupation**

Boiler Mechanic

HVAC: The primary task of a HVAC Mechanic shall be maintenance or operations work which is not subject to the terms of the Davis Bacon Act.

**A.2 Occupation**

Industrial HVAC

Industrial Plumber: The primary task of a Industrial Plumber shall be maintenance or operations work which is not subject to the terms of the Davis Bacon Act.

**A.3 Occupation**

Industrial Plumber

Maintenance Trades Helper: The primary task of a Maintenance Trades Helper shall be maintenance or operations work in the areas covered by the CBA, which is not subject to the terms of the Davis Bacon Act.

**A.4 Occupation**

Maintenance Trades Helper

HVAC Electronic Control Technician: The primary task of a HVAC Electronic Control Technician shall be maintenance or operations work which is not subject to the terms of the Davis Bacon Act.

A.5 Occupation

HVAC Electronic Control Technician II

HVAC Electronic Control Technician III

B. *Employment Status*

**Regular Full-Time**

- The term "full-time employees" as used in the Agreement means employees who are regularly scheduled to work thirty two (32) hours or more per week.

**Regular Part-Time**

- The term "part-time employees" as used in this Agreement means employees who are regularly scheduled to work less than thirty (30) hours per week.

**Temporary Full-Time**

- The term "temporary employees" is limited to employees hired for a continuous period not to exceed one hundred twenty (120) calendar days.

Section 3. An Employee will be assigned by the **Company** to one of each of the foregoing classifications upon the effective date of this agreement or upon initial hire, whichever is later, and may be re-classified by the **Company** during term of his employment. The **Company** retains sole discretion to determine the qualifications of an Employee to be assigned to, or hold, the position of Journeyman Industrial HVAC Mechanic. (These classifications are for the purpose of determining which wages and benefits an Employee is entitled to receive and does not limit the **Company's** right to assign any Employee to any task at any time.)

Section 4. It is further agreed that maintaining required licenses is a condition of employment.



## ARTICLE 2

### PROBATION

Section 1. Any Employee hired or rehired by the **Company** shall be hired or rehired subject to a ninety (90) consecutive calendar day probation period. Except, this clause shall not apply to an individual rehired from a lay-off due to lack of work. During the probationary period the Employee shall be subject to discharge for any reason.

## ARTICLE 3

### MANAGEMENT PREROGATIVE

#### Company Reserves Full Rights of Management

The **Union** acknowledges that the Employees in the collective bargaining unit are employed in the performance of a contract between the **Company** and the U.S. Department of Transportation, Federal Aviation Administration (FAA Contract). That the full, efficient and faithful performance of the FAA Contract according to its terms and according to the desires of the FAA officials charged with the administration of the FAA Contract is absolutely necessary in order for the **Company** to maintain the FAA Contract and for the Employees to maintain job security with the **Company**. Therefore the **Company** and the **Union** agree that the terms and conditions of this Agreement shall be subordinate to the requirements of the FAA Contract and to the desires of the FAA officials charged with its administration, to this end, the **Company**, in its sole discretion, shall select the specific Employee to perform a task, assign the specific task to be performed, and schedule the time in which that task is performed; and the **Company's** only obligation is to pay that Employee wages and benefits due under this Agreement. Neither the **Union** nor any Employees in this bargaining unit have any rights under the FAA Contract.

In addition, the **Company** shall have and exercise the usual functions, duties and responsibilities of management without interference or hindrance by the **Union** and the **Union** expressly recognizes that managerial functions inherent in the conduct of business by an Company and those rights that the **Company** has by law are retained by the **Company**.

Without limiting the generality of the foregoing, these include:

A. The conduct and control of the business, the management, and operations of the **Company** at all of the sites on which it is performing the FAA Contract

B. The direction of the working forces and the maintenance of discipline and efficiency, including the right to hire, lay off (for lack of work or other lawful reasons), rehire, promote, demote, discipline, suspend, and discharge for any lawful reason.

C. The selection and retention of Employees and the assignment or reassignment to the site or location at which they shall work, the equipment with which they shall work, and the work and duties which they shall perform.

D. The selection of Employees for promotion to lead or supervisory or other salaried positions.

E. To determine in its sole discretion the following:

1. The extent and location of the **Company's** operations.
2. When any part of any operation shall function or be halted.
3. When production shall be increased or decreased and the methods, process, and means of production.
4. The type of services or products to be produced, manufactured, handled, leased, and/or sold.
5. The size of the work force, the assignment of work, the quality standards, and the use of all **Company** owned properties.

F. The right in its sole discretion:

1. To remove or install machinery, and to increase, decrease or change production equipment and machinery and to introduce and use new and improved production and delivery methods and facilities.
2. To control the scheduling of work, operations, and shifts.
3. To determine the method by which vacations are scheduled and the dates during which each Employee will take vacation.
4. To promulgate and enforce health, safety, and property protection measures.
5. To obtain products, commodities, materials, supplies, trucks, equipment, machinery and all other kinds of property, whether real, personal, or mixed, from any source which the **Company** may select.

6. To contract out when directed by the FAA, any and all types of work to be performed pursuant to the FAA Contract so long as such contracting does not cause a loss of normal wages or benefits to any and all regular full-time Employees.
7. To terminate all or any part of its operations permanently or to sell and/or lease, all or any part of its properties, machinery, trucks, and other equipment.
8. To suspend operations from time to time in whole or in part, temporarily or permanently, in any department, operation, or at any site.
9. To administer any kind of ability, aptitude, physical (including drug tests), or security-related test at any time, for any reason, to determine fitness for employment or continued employment.
10. To establish and enforce reasonable rules and procedures consistent with the orderly conduct of the business.

F. There shall be no limitation on the amount of time an Employee may be required to work or on the production of any of the Employees nor shall the output of any machinery be restricted.

## ARTICLE 4

### STRIKES AND LOCKOUTS

The **Union** agrees that there shall be no picketing or strikes by the **Union** or by the Employees of any kind or degree whatsoever, or walkouts, suspension of work, slowdowns, limiting of production, or any other interference or stoppage, total or partial, of the **Company's** operations for any reason whatsoever, such reasons including, but not limited to unfair labor practices by the **Company** or any other Company. It is further agreed that neither the **Union** nor the Employees shall engage in the above prohibited conduct in support of picketing, strikes, or any labor dispute actions engaged in by any other organization or person. In addition to any other recourse or remedy available to the **Company** for violation of this provision by the **Union** and/or any Employee, the **Company** may discharge or otherwise discipline any Employee who authorizes, causes, engages in, sanctions, recognizes, or assists in any violation of this Article. The **Company** will not engage in any lockouts during the term of this Agreement. The refusal of an individual Employee to work overtime, if such refusal is not in concert with any other Employee(s), shall not be deemed to be a strike within the meaning of this Article. However, this provision shall not insulate such Employee from disciplinary action that might otherwise be justified.

## ARTICLE 5

### UNION SECURITY

#### **Section 1. Working Assessment Check-Off**

- All Regular Full Time and Regular Part Time Employees who are members of the PP344 bargaining unit on the effective date of this Agreement shall, beginning thirty (30) days after the effective date of this Agreement, as a condition of employment, pay or tender to the **Union** monthly (WACO Fees) equal to 2-1/2% of the employee's wages and shall be remitted by the **Company** to the Union by the 15<sup>th</sup> of the month. Employees shall provide an authorization form to SWFS for the deduction of Fees to be paid monthly on their behalf.
- Employees employed by SWFS who are currently a registered member of the PP344 union shall within (30) days as a condition of employment, pay or tender to the **Union** monthly (WACO Fees). Employees shall provide an authorization form to SWFS for the deduction of Fees to be paid monthly on their behalf.
- Employees whose work is governed by the PP344 CBA but are considered non-dues paying members are not required to pay union WACO fees.

- Employees hired full time or part time whose position is governed by the PP344 CBA and are not a current member shall within 72 hours of employment by SWFS coordinate with the PP344 Local to join or decline membership.
- Employees hired full time or part-time who elect to join the PP344 Union shall begin after the (90) day probation period paying WACO Fees as required on a monthly basis. The employee shall provide SWFS with a signed Authorization Card for the deduction of fees to be paid to the union on their behalf.

### **Temporary Employees**

- Employees hired on a temporary basis defined as a maximum of 120 days whose position is governed by the PP344 CBA are not required to pay monthly WACO fees.
- Current PP344 members employed by SWFS on a temporary basis whose position is governed by the PP344 CBA are responsible to maintain monthly WACO Fees in accordance with union regulations.

The requirement for the payment of a WACO Fees shall not apply to an Employee who is on leave of absence or has been removed from the payroll of the **Company** for a period of more than one (1) month duration. The requirement to pay a WACO Fee shall be imposed upon such Employee beginning the thirtieth (30<sup>th</sup>) day following his return to active employment in the bargaining unit.

### **Section 2. Union Membership Dues**

The **Company** agrees to deduct and forward to the Financial Secretary of the Local **Union** - Upon receipt of a voluntary written authorization - the additional monthly working dues from the pay of each PP344 member. The amount to be deducted shall be the amount specified in the approved Local **Union** By-laws. Such amount shall be certified to the **Company** by the Local **Union** upon request by the **Company**. The **Union** agrees to hold the **Company** harmless from any action growing out of these deductions and commenced by any employee against the **Company** and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local **Union**.

- All Employees who are members of the PP344 bargaining unit on the effective date of this Agreement shall, beginning thirty (30) days after the effective date of this Agreement, as a condition of employment, pay or tender to the **Union** monthly working dues (Membership Fee).
- New employees employed by SWFS who are currently a registered member of the PP344 union shall within (30) days as a condition of employment, pay or tender to the **Union** monthly membership dues. Employee shall provide an authorization form to SWFS for the deduction of Membership dues and Fees to be paid monthly on their behalf.

- New Employees whose position is governed by the PP344 CBA but are considered non-dues paying members union are not required to pay union membership dues.
- New Employees hired full time or part-time who elect to join the PP344 Union shall be required after the (90) day probationary period to submit an authorization card to SWFS for the deduction of monthly membership dues and Fees to be paid to the union on their behalf.

### **Temporary Employees**

- New Employees hired on a temporary basis defined as a maximum of 120 continuous days whose position is governed by the PP344 CBA are not required to pay monthly membership dues.
- Current PP344 members employed by SWFS on a temporary basis are responsible to maintain monthly membership dues and fees in accordance with union regulations during the temporary period.

## ARTICLE 6

### UNION STEWARDS

The **Union** shall appoint and the Company will recognize; one steward and one alternate steward for every fifty (50) Employees. The **Union** will inform the **Company** in writing within 15 days of the name of the appointed steward(s). Such steward(s) shall be allowed sufficient time, with a minimum of operational interference, to discuss complaints or grievances with **Company** representatives in accordance with the terms of this Agreement. Under no circumstances shall a steward be discriminated against because of his faithful performance of duties as a steward.

## ARTICLE 7

### GRIEVANCE PROCEDURE AND ARBITRATION

#### Grievances

A grievance is defined as a dispute the **Union** may have with the **Company** relating to the interpretation, application, or violation of express terms of the Agreement only. Only the **Union** may present a grievance. A formal submission of a grievance by the **Union** constitutes a certification by the **Union** that the grievance is not frivolous.

#### Grievance Procedure

Grievances will be processed in the following manner:

Step 1. The **Union** Business Agent shall present the grievance, in writing, to the Project Manager of the **Company** or his designated representative (Project Manager) within ten (10) calendar days after knowledge of the occurrence of the event on which the grievance is based. The Project Manager shall give his answer, in writing, within ten (10) calendar days after the grievance is received by him.

Step 2. If the Project Manager's answer is not satisfactory to the **Union**, the **Union** may submit the grievance to the **Company's** President, or her designated representative, (**Company** President) within twenty (20) calendar days after the grievance is filed with the Project Manager. The **Company** President will give her answer, in writing, within ten (10) calendar days after the grievance is received by her.

Step 3. If the **Company** President's answer is not satisfactory to the **Union**, the **Union** may ask for arbitration by serving written notice thereof on the Company President within forty (40) calendar days after presenting the grievance to the Project Manager.

If the last day in which any act described in this section falls on a Saturday, Sunday or holiday, then that act may be performed on the next workday.

#### Failure to Timely Process Grievance or to Answer

Any grievance not presented within the time limit set forth above shall be forfeited and waived by the **Union**. Failure of the Project Manager or **Company** President to render a decision within the time limits set forth above shall be deemed to be a denial of the grievance as of the expiration of the time to answer. Time limits set forth in this Agreement may be extended only by the written mutual agreement of both parties.

#### Arbitration Procedure

An arbitrator shall be selected in the following manner: The **Union** shall request the Federal Mediation and Conciliation Service to submit- to the parties the names of five experienced arbitrators. By the alternate striking of names, the person's name who remains shall be the arbitrator.

The party required to strike the first name will be determined by a flip of a coin. The fee and expenses of the arbitrator shall be shared equally by the **Company** and the **Union**.

#### Decision of Arbitrator

The arbitrator must base his decision upon evidence presented at the arbitration hearing and the terms of this Agreement. The arbitrator shall have no authority or jurisdiction (either by drawing inferences or otherwise) to modify, add to, subtract or otherwise alter the provisions of this Agreement. Decisions of the arbitrator rendered in conformity with this provision shall be final and binding upon the **Company**, Union and Employees.

## ARTICLE 8

### WAGES AND FRINGE BENEFITS FOR SERVICE CONTRACT EMPLOYEES ACT.

#### **A. WAGES**

Section 1. On the effective date of this Agreement, all Journeyman HVAC Mechanics, Boiler Mechanics, Industrial Plumbers, HVAC Electronic Technicians II, III and Maintenance Trades Helpers who are employed in the performance of the **Company's** facility maintenance contract with the FAA shall be paid the following hourly wage rate.



	JANUARY 1 <sup>ST</sup> 2009	JANUARY 1 <sup>ST</sup> 2010
BOILER MECHANIC	\$25.80	\$26.70
HVAC ELECTRONIC TECHNICIAN II	\$28.51	\$29.51
HVAC ELECTRONIC TECHNICIAN III	\$31.99	\$33.11
HVAC JOURNEYMAN MECHANIC	\$25.80	\$26.70
INDUSTRIAL PLUMBER	\$26.39	\$27.31
MAINTENANCE TRADES HELPER	\$15.70	\$16.25

Designated Lead personnel will receive **\$1.00** per hour above wages shown. Designation will be put in writing by the Company. Selection of the employee and classification will be at the sole discretion of the Company.

#### **ORGANIZING FUND:**

The Company shall contribute Five cents \$.05 to the PP344 Organizing Fund per hour worked. Subsequent increases shall follow the Plumbers & Pipefitters Local 344 standard Collective Bargaining Agreement for a maximum of a two (2) year period ending December 31<sup>st</sup> 2010.

#### **UA International Training Fund & Local Training Fund**

#### **B. TRAINING FUNDS**

Section 1. The Local Training Fund shall administered by a Joint Apprenticeship Training Committee, consisting of four (4) members selected by **Local Union No. 344** and four (4) members selected by the Association of Plumbing-Heating-Cooling Contractors of Oklahoma City, Inc. Such members shall be operated under a Declaration of Trust and shall serve without compensation and until their successors are appointed. Contributions by the Company shall be **\$.50** per hour worked. Subsequent increases shall follow the Plumbers & Pipefitters Local 344 standard Collective Bargaining Agreement for a maximum of a two (2) year period ending December 31<sup>st</sup> 2010.

Section 2. The funds in this Trust shall be used to provide Education and Training for apprentices and journeyman of the Pipe Trades, including provision of facilities, equipment, instructors, administrative, clerical, auditing and legal assistance as necessary.

### Section 3. Continuing Education

- (a) Pursuant to this Agreement, the **Local Union 344** Training Center shall provide continuing education classes related to the trade and FAA requirements, upon approval of the Joint Apprenticeship and Training Committee, to each employee covered under this Agreement. Each employee will be **required** to attend all training sessions in a no-pay status if sessions are accomplished after normal duty hours. Local Union 344 will provide a minimum of three (3) Training sessions per year for SWFS required training plus Continuing Education as required by the Construction Industry Board and State of Oklahoma. Employees who fail to attend required training sessions will be subject to disciplinary actions up to termination, unless the employee gets pre-approval from SWFS management to be excused from scheduled training.
- (b) The Training Center shall be notified ninety (90) to (120) days in advance of the specific training desired, and both parties shall agree upon dates, times and locations of such classes. Classes will be conducted at the discretion of the Local Union 344 and the third party for the training sessions. SWFS agrees to pay all wages and fringe benefits for all training sessions held during normal duty hours when approved by the FAA.
- (c) Apprentice and Maintenance Trade Helper level training outlined by the Joint Apprenticeship and Training Committee will be made available at the PP344 Local Union facility. When applicable the Company will provided notification to each employee as to the level of required training. Training classes will be coordinated between the Project Manager and the Union Business Agent. All training shall be under a no-pay status by the company and shall not interfere with daily operations Employees who fail to attend required training sessions will be subject to disciplinary actions up to termination, unless the employee gets pre-approval from SWFS management to be excused from scheduled training.
- (d) **Local Union 344** will provide the **Company** with documentation of classes completed.

### C. U.A INTERNATIONAL TRAINING FUND

Section 1. For the duration of this Agreement and during any negotiations for a successor to this Agreement, the **Company** agrees to contribute to the UA International Training Fund Ten cents (\$.10) for each hour, or portion thereof, for which an Employee works. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

Section 2. Contributions as set forth in Section 1 above shall be paid starting with the Employee's first day of employment in a job classification covered by this Agreement.

Section 3. The payments required by Section 1 above shall be made to the UA International Training Fund maintained under a Restated Agreement and Declaration of Trust ("Trust"). The **Company** agrees to be bound by all terms and conditions of the Trust and the terms of the Trust as incorporated into this Agreement by reference. The **Company** ratifies, accepts and designates as its representative the **Company** Trustees serving under the terms of the Trust as well as such future **Company** trustees who may be appointed pursuant to the terms of the Trust. The **Company** hereby acknowledges receipt of a copy of the Trust.

Section 4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have authority to retain an accountant or accounting firm to perform payroll audits of the Company to determine whether the correct amount of contributions

have been made or to determine whether contributions have been made on behalf of all Employees covered by this Agreement.

Section 5. Training Fund benefits per Article B, Section 1 and Article F, Section 1, shall be contributed to the Plumbers and Pipefitters Local Union 344 Apprenticeship Training Center. The total contribution rate of \$.60 per hour worked shall be split and \$.10 per hour forwarded to the UA International Training Fund by the Local Union 344 Training Center. Contribution rate shall follow Article B, Section 1 of this Agreement.

#### **D. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Each employee shall receive an \$85.00 per year safety shoe allowance to be paid upon presentation of a receipt to the **Company**.

#### **E. TOOL ALLOWANCE**

Section 3. Effective 1/1/09, each classification listed shall receive the following annual tool allowance on employees SWFS anniversary date.

- Boiler Mechanic: \$250.00
- Electronics Technician: \$250.00
- HVAC Technician: \$250
- Industrial Plumber: \$200.00
- Maintenance Trades Helper: \$125.00

## ***F. VACATIONS***

**Section 1.** Vacation Credits shall be accrued on a per pay period basis at the following rate.

- a) From the hire date to (8) eight years of Seniority the employee shall accrue 3.08 hours per pay period.
- b) From (8) eight years to (15) fifteen years of Seniority the employee shall accrue 4.62 hours per pay period.
- c) From (15) fifteen to (18) eighteen years of Seniority or more the employee shall accrue 6.15 hours per pay period.
- d) From (18) or more years of Seniority the employee shall accrue 7.69 hours per pay period.
- e) The employee will be authorized to have a maximum of two (2) weeks vacation accrual on the books.
- f) Employees shall be paid for all accrued vacation hours annually that are in excess of the maximum two (2) weeks.
- g) Employees leaving the Company having completed a 90 day probation period will be paid for all unused vacation upon termination.

**Section 2.** Vacation time can be used in four (4) hour increments and are scheduled on a first come first serve basis with SWFS management. Upon common consent of employee and SWFS management the employee will be allowed to take vacation time in increments of less than (4) hours.

**Section 3.** Vacation pay will be calculated on the basis of the Employee's base rate in effect at the time he takes his vacation.

Vacation time can be used in four (4) hour increments and are scheduled on a first come first serve basis with SWFS management. Upon common consent of employee and SWFS management the employee will be allowed to take vacation time in increments of less than (4) hours.

## **G. HOLIDAYS**

In addition to the Federal holidays presently recognized by the contract (included in the DBA fringe benefit development), the **Company** agrees to observe holidays declared as a legal holiday or other recognized down-day (either declared by Congress or the President), observed by the FAA at MMAC and reimbursed by the FAA under the contract.

Regular full-time Employees shall receive ten (10) paid holidays,

New Years Day	Christmas Day
Martin Luther Kings Birthday	Presidents Day
Labor Day	Memorial Day
Columbus Day	Independence Day
Veterans Day	
Thanksgiving Day	

- Holiday pay for regular full-time Employees shall consist of eight (8) hours pay at the Employee's regular rate of pay. However, to be eligible to receive holiday pay an Employee must work his regularly scheduled work day immediately before, or after, the holiday unless he is excused from doing so by the **Company**. Holidays will be observed on the date specified by the Federal Government unless the **Company** specifies another date by notice posted on the bulletin board fourteen (14) calendar days in advance of the holiday. An Employee, who is required to work on a scheduled holiday, will receive holiday pay in addition to 1 ½ times the hourly rate for all hours worked.
- Holiday pay for regular part-time and temporary part-time Employees will be a percentage of eight (8) hours of pay which percentage is the same as the number of hours the Employee worked in the calendar week prior to the holiday bears to forty (40) hours. Regular part-time and temporary Employees, who are required to work on a scheduled holiday, will receive holiday pay in addition to 1 ½ times the hourly rate for all hours worked.

## ***H. HEALTH CARE***

Section 1. The Health & Welfare Fund shall be jointly administered, under this Agreement and a Declaration of Trust, by an equal number of representatives of Companies, selected by the Association of Plumbing-Heating-Cooling Contractors of Oklahoma City, Inc., and Employees, selected by **Local Union No. 344**, and the Declaration of Trust, together with any amendments thereto, shall be considered a part of this Contract, as is set forth at length herein. Members of this Board shall serve without compensation and shall serve until their successors are appointed.

Section 2. Benefits to be received by eligible employees shall be set forth in **Local Union No. 344's** self funded insurance program or in contracts with a responsible insurance carrier or carriers, and the Trustees shall furnish to be eligible employees and their Companies a schedule and description of such benefits and the eligibility rules which govern them.

Section 3. The **Company** will contribute a minimum of \$4.50 for each hour worked by all regular full-time Employees beginning January 1<sup>st</sup> 2009. Effective July 1<sup>st</sup> through December 31<sup>st</sup> 2009 the rate will be increased to \$4.70. Subsequent increases shall be negotiated for 2010.

### **Part-Time and Temporary Employees**

- Employees hired under a part-time or temporary status will receive in cash all Health and Welfare fringe benefits in lieu of Union provided Health Plan coverage during the temporary period.

## **I. GENERAL REQUIREMENTS OF ALL TRUSTEES FOR HEALTH & WELFARE**

Section 1. In the event of a majority of members of any Trust under this Agreement to agree on any matter of business before such Board, the Board by unanimous consent shall select an impartial umpire, the Presiding Judge of the District Court for the Oklahoma City area, upon request of two or more members of the Board, shall appoint an impartial umpire.

Section 2. The decision of such impartial umpire shall be final and binding upon all parties, with respect to any issues specifically referred to him for decisions, and the expenses and fees thereof shall be borne by and payable from funds under each Board's administration.

Section 3. Trustees of all Funds, under this Agreement, shall have an annual audit made of all books and accounts of funds under their administration, and such books shall be audited at any other time upon request of a majority of Trustees of such funds. A report of each such audit shall be made, showing receipts and disbursements, and the Trustees of such funds shall keep a copy of such report available for inspection and examination of any interested person or persons.

Section 4. An person or persons handling, or responsible for, the monies of any such Funds, provided for in this Agreement, shall be bonded in such manner and in such amount as may be required by the Trustees of such fund handled.

Section 5. This Section "G" may be amended at any time when mutually agreed upon by both parties that amendment is necessary.

Section 6. If an **Company** fails to make contributions as set forth in this Agreement within 15 days of the end of the month during which the work was performed, the **Union** shall have the right to take whatever steps are necessary to secure compliance, any provisions of this Agreement to the contrary notwithstanding. In addition, the **Company** shall also be liable for interest and liquidated damages as provided for in the Trust. If a lawsuit is filed, the **Company** shall also be liable for all costs and expenses of collecting payments due, together with attorney's fees, audit costs and court costs. The **Companys'** liability for payment hereunder shall not be subject to grievance or arbitration procedure of the "no strike" clause provided under this Agreement.

#### **J. JURY DUTY**

The **Company** will pay an Employee, who actually performs jury service, the difference between eight (8) hours of the Employee's wages and the compensation received by the Employee for each day of jury service, not to exceed five (5) days of jury service within a period of one (1) year.

An Employee performing jury service will not be required to report to work if his jury service exceeds four (4) hours in a day. Proof of jury service and time spent on jury service must be presented to the **Company**.

#### **K. SICK LEAVE**

- a) Sick Leave shall be accrued at a rate of 1.85 hours per pay period.
- b) Sick leave may be used in one (1) hour increments.
- c) The use of sick leave is provided to cover paid time away from work in the event that an employee is unable to work.
- d) It is understood that employees may use sick time as personal time if their vacation credit is below (8) eight hours, not to exceed 24 hours.
- e) Employees may carry over a maximum of 170 hours of sick leave each year.



#### **L. BEREAVEMENT LEAVE**

Beginning on the effective date of this Agreement each Employee shall be entitled to three (3) bereavement leave days, with pay, annually (Benefit Year). Bereavement leave may be taken upon the death of an Employee's father, mother, spouse, sister, brother, children (including foster children in the Employee's home, due to a state agency, who die while in the Employee's home), grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, step mother, step father, step sister, step brother, step child, son-in-law, grandchild, or spouse's grandparents. Pay for bereavement leave days shall be computed at eight (8) hours per day at the Employee's straight time hourly rate, exclusive of shift premium. The Employee must give the **Company** as much notice as the situation permits of his intention to take bereavement leave. All bereavement leave must be taken in increments of not less than one-half (1/2) day. The **Company** may require the Employee to provide an obituary notice, or other evidence of the death of such relative as a condition of receiving bereavement leave benefits. Unused bereavement leave shall not accrue to the next Benefit Year. nor shall it be payable in cash.

#### **M. INCLEMENT WEATHER DAYS**

In the cases of customer-designated weather days where the base is shut-down or delayed reporting time is authorized; employees will be reimbursed for lost work hours at their regular rate of pay. This provision does not apply to the call-out of first responders/emergency personnel or normally scheduled surveillance personnel.

## **N. CALL BACK PROVISIONS**

An employee who is called out to work (excepting an extension of a current work Shift) shall be guaranteed four (4) hours work or four (4) hours of pay at the appropriate rate of pay. Time starts when the employee clocks-in/logs-in at the work site.

## **ARTICLE 9**

### **UNPAID LEAVE OF ABSENCE**

Employees who are selected by their local **Unions** to serve as accredited delegates to conventions or similar meetings shall, upon not less than two (2) weeks' notice to the **Company**, be granted a leave of absence without pay, not to exceed five (5) working days, in one year for the purpose of attending the convention or meeting: The **Company** will grant leave of absence without pay in accordance with all relevant federal and state laws. The granting of unpaid leave of absence for any other reason shall be at the discretion of the **Company**. Unpaid leave of absence granted at the discretion of the **Company** shall be applied for in the manner, and shall be on such terms and conditions, as set forth by the **Company**. Employment may be terminated if the Employee fails to return to work on the next work day after the end of a leave of absence. The **Company** shall notify the shop steward of leaves of absence granted or denied to Employees.

## **ARTICLE 10**

### **401-K**

The **Company** agrees to make available a 401-K salary deferred retirement plan. This plan will be voluntary and Employees will be allowed to contribute up to the maximum extent according to IRS laws.

## **ARTICLE 11**

### **PENSION PLAN**

The **Company** will provide a defined contribution pension plan administered by an independent third party administrator. The third party administrator is currently Davis Bacon Pension Plan Administrators, Inc. In addition to any contributions that may be made pursuant to the provisions of Article 9 (D) above, the **Company** will contribute to the pension plan, for the benefit of each regular full-time Davis-Bacon and regular full-time Service Contract Act, Employee, 3.5% of that Employee's gross wages based on hours worked. The contributions to the pension plan will be made as directed by the Employee to one of the fund options provided for in the plan documents.

## **ARTICLE 12**

### **SELECTION OF PROVIDERS FOR PENSION PLANS**

The **Company** retains the sole discretion to change the administrators and/or fiduciaries of the pension plan and make any other changes in the pension plan allowed in the plan documents and not otherwise prohibited by law. Claims by an Employee for benefits due under the pension plan shall not be subject to the grievance/arbitration procedure provided for in this Agreement, but all such claims shall be made directly against the plan administrator and shall be determined by reference to the pension plan documents. The **Company's** only obligation under the terms of this Agreement with respect to the pension plan is to make the financial contributions as set forth above.

## **ARTICLE 13**

### **OVERTIME**

All hours worked by positions governed by the CBA Maintenance in excess of forty (40) hours in a week shall be paid at the rate of one and one-half times the regular straight time rate of pay. Time paid but not worked will not be considered for the purpose of overtime premium.

- No overtime shall be worked except by specific direction from management. If an employee is specifically notified during a work week and scheduled to start work before or after his/her regular starting time, the employee shall receive an additional \$0.50 per hour for all hours worked on that day. This provision shall not apply if the notification is made before the work week for which the change applies.

## **ARTICLE 14**

### **TEMPORARY TRANSFERS & UPGRADES TO HIGHER CLASSIFICATIONS**

- Temporary position transfers by the **Company** may be made without change in job classification or base rate of pay, for a maximum of 10 consecutive work days unless extended by mutual agreement of the company and Union.
- Employees assigned by the **Company** to a higher classification (Lead) having met all required qualifications and certifications of the higher classification will be paid at the Lead rate of pay when authorized by the Company for work performed in more than (8) consecutive hours (Full Day) and shall be paid retroactive to the first hour. Employees shall be required to submit all hours worked in the higher classification on daily time sheet.

## **ARTICLE 15**

### **PAY DAY**

The **Company** will pay Service Contract Act employees bi-weekly and within two weeks of the end of the payroll period. All employees will participate in electronic fund transfer payment.

## **ARTICLE 16**

### **HEALTH AND SAFETY**

An Employee will not be required to perform a task which endangers the safety and/or health of the Employee or others. If an Employee believes that the performance of a task will so endanger safety and/or health, he will immediately report that fact to a supervisor or the Project Manager with a description of the unsafe and/or unhealthy condition and a recommendation for rectifying the condition.

## **ARTICLE 17**

### **NON-DISCRIMINATION**

In a desire to restate their respective policies, neither the **Company** nor the **Union** shall unlawfully discriminate against any Employee because of such Employee's race, color, religion, sex, age, or national origin or because the Employee is handicapped, a disabled veteran, or veteran of the Vietnam era.

## **ARTICLE 18**

### **JOB POSTINGS & NOTICES**

The **Company** will provide one (1) bulletin board for the exclusive use by the **Union** for the purpose of job postings and notices to the Employees. All notices will be posted by the **Union** Steward at the facility location and the Union Steward shall notify the PP344 Human Resources Department or Job Line; of the active posting for vacancies or new positions for recruitment purposes. The **Company's** Project Manager and the **Union** Steward will mutually agree on the location of the one (1) bulletin board.

## **ARTICLE 19**

### **GENDER LANGUAGE DISCLAIMER**

It is understood wherever in this Agreement Employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both males and females.

## **ARTICLE 20**

### **SEPARABILITY PROVISION**

Any provision of this Agreement that is adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes null and void but all other provisions of this Agreement shall continue to be in full force and effect except as provided herein. In the event the Union and Company find that any provision of this Agreement is invalid as a matter of law, they shall immediately re-negotiate the affected portion.

## **ARTICLE 21**

### **LICENSE AND CERTIFICATION RENEWALS**

The Company will pay for all State of Oklahoma and Oklahoma Department of Labor Journeyman HVAC, Plumbers and Boiler license required to maintain compliance with the applicable Statement of Work requirements outlined by the FAA. The Company will pay the base rate of each required license, excluding; Initial license as a condition of employment, employees hired on a temporary basis and any penalties or late fees for annual renewals. All request for reimbursement cost of license or certifications by the Company must have a receipt for proof of completion and payment.

## **ARTICLE 22**

### **RULE VIOLATIONS AND DISCIPLINARY ACTIONS**

Employees who are recognized members of the PP344 are subject to the disciplinary actions resulting from a rule violation as outlined in the SWFS Handbook.

## ARTICLE 23

### COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter in the area of proper and legal collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement; EXCEPT in the event any federal or state legislation, governmental regulations, or court decision causes invalidation of any article or section of this Agreement, OR in the case of a change in the Company's contract with the government which results in a change in the Company's work requirements at the locations referred to in Article 1- UNIT OF REPRESENTATION, EMPLOYMENT CLASSIFICATIONS and which renders any provision of the Agreement inapplicable or incomplete; then, if appropriate, upon request of either party, the parties shall meet to negotiate an amendment to the article or section of this Agreement which has been rendered invalid, inapplicable, or incomplete. In the event of an impasse in the negotiations conducted pursuant to the terms of this Article, the provisions of Article 4 STRIKES AND LOCKOUTS shall be suspended during such impasse. All other articles and sections not rendered invalid, inapplicable, or incomplete, shall remain in full force and effect.

## ARTICLE 24

### TERM OF AGREEMENT

This Agreement shall be effective from the 1<sup>st</sup> day of January, 2009, to the 31st day of December, 2010. On notice given by either party to the other not more than ninety (90) days and not less than sixty (60) days prior to the termination date, the parties agree to meet for the purpose of negotiating a successor agreement.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on this 9th day of December, 2008.

**PLUMBERS & PIPEFITTERS LOCAL 344**



Darren Jones PP344 Business Agent

Date 12/9/08

**SOUTHWEST FACILITY SUPPORT LLC**



Marquetta R. Fritsch  
Business Partner SWFS LLC

Date 12/09/08

WD 86-0773 (Rev.-23) was first posted on www.wdol.gov on 01/20/2009

# Elevator Services

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER 3 U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT 3 EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor 3 WAGE AND HOUR DIVISION  
3 WASHINGTON, D.C. 20210  
3  
3

Shirley F. Ebbesen Division of Wage 3 Wage Determination No: 1986-0773  
Director Determinations 3 Revision No: 23  
3 Date Of Revision: 01/12/2009

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State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Beaver, Beckham, Blaine, Caddo, Canadian, Carter, Cimarron, Cleveland, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Stephens, Texas, Tillman, Washita, Woods, Woodward  
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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
23210 - Elevator Repairer	32.12
23220 - Elevator Repairer Helper	22.48

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$9.525 per hour for all hours worked

VACATION: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.

HOLIDAYS: A minimum of eight paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

PENSION: \$5.46 per hour for all hours worked.

EDUCATIONAL FUND: Elevator Quartly 9 - \$.55 per hour

Elevator Annunity and 401 (k) Plan: \$2.75 per hour for all hours worked .

Work Preservation Fund - \$.18

General Decision Number: OK080034 10/16/2009 OK34

Superseded General Decision Number: OK20070034

State: Oklahoma

Construction Type: Building

County: Oklahoma County in Oklahoma.

BUILDING CONSTRUCTION PROJECTS, Excluding incidental utility work, (does not include residential construction consisting of single family homes and apartments up to and including 4 stories, sewage and water treatment plants or the construction, alteration and repair of any facility engaged in manufacturing).

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	05/30/2008
3	06/06/2008
4	06/27/2008
5	07/04/2008
6	08/29/2008
7	10/10/2008
8	10/31/2008
9	11/28/2008
10	12/05/2008
11	01/23/2009
12	02/06/2009
13	06/26/2009
14	07/24/2009
15	08/07/2009
16	09/25/2009
17	10/16/2009

ASBE0094-004 07/16/2006

	Rates	Fringes
Asbestos/Insulator Worker.....	\$ 23.49	10.26

SCOPE OF WORK:

Includes application of all insulation materials, protective coverings and finishings to all types of mechanical systems.

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BROK0005-001 06/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 24.28	8.63

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ELEC1141-006 05/27/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 26.00	17.25%+4.70

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ELEV0063-001 01/01/2009



	Rates	Fringes
Elevator Constructor		
Mechanic.....	\$ 31.12	18.285

## FOOTNOTE:

a. Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day., Vacation Pay Credit: Employer contributes 8% of the basic hourly rate for employees with 5 years or more of service or 6% of the basic hourly rate for employees with 6 months to 5 years of service.

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ENGI0627-010 06/01/2008

	Rates	Fringes
Power Equipment Operator		
All Crane Type Equipment with at least 100 ft. and less than 200 ft. of boom (including jib); All Tower Cranes; Crane Equipment (as rated by mfg.) 3 cu. yd. and over); Guy derrick; Whirley.	\$ 22.55	10.54
All Crane Type Equipment with at least 200 ft. of boom and less than 300 ft. of boom (including jib).....	\$ 23.10	10.54
Bobcat.....	\$ 21.45	10.54
Cement Mixers:		
18 Cu. Ft. and over.....	\$ 18.70	10.54
Less than 18 Cu. ft.....	\$ 18.70	10.54
Cherry Picker.....	\$ 21.95	10.54
Cranes with less than 100 ft. of boom with jib and Cranes (as rated by mfg.) less than 3 cu.; Overhead		
Monorail type crane.....	\$ 21.95	10.54
Oiler.....	\$ 18.20	10.54

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\* IRON0048-003 06/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 22.10	10.51

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PAIN0807-003 06/15/2004

	Rates	Fringes
Painters:		
Paperhanger.....	\$ 19.00	2.35
Roller.....	\$ 18.00	2.35
Spray.....	\$ 18.00	2.35

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PLAS0809-003 06/01/2001

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 16.31	1.55
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PLUM0344-004 07/01/2008		

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC Work).....	\$ 25.88	10.92
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ROOF0143-001 06/01/2009		

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 19.48	5.49
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SHEE0124-007 07/01/2009		

	Rates	Fringes
Sheet Metal Worker (Including HVAC Work).....	\$ 27.32	11.62
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SUOK1995-001 09/07/1995		

	Rates	Fringes
Carpenters: (Excluding Drywall hanging & Acoustical Installation).....	\$ 11.90	
DRYWALL FINISHER/TAPER.....	\$ 12.83	2.53
DRYWALL HANGER (Including Acoustical Installation & Metal Stud/Lath in Connection with Drywall Hanging).....	\$ 11.29	.10
FLOOR LAYER: CARPET (SOFT) FLOOR.....	\$ 15.10	1.52
GLAZIER.....	\$ 12.17	
INSULATOR - BATT.....	\$ 12.85	3.30
IRONWORKER, STRUCTURAL (Excluding Metal Building Erection).....	\$ 12.03	
Laborers:		
Brick Tender.....	\$ 8.69	
Common.....	\$ 7.37	
Plaster Tender.....	\$ 9.30	1.31
LATHER.....	\$ 15.06	2.15

METAL BUILDING ERECTOR.....	\$ 9.12	
Painters:		
Brush.....	\$ 12.50	2.53
PLASTERER.....	\$ 15.69	
Power Equipment Operator		
Asphalt Laydown Machine.....	\$ 9.00	
Backhoes.....	\$ 14.06	3.49
Bulldozers.....	\$ 14.40	2.58
Forklifts.....	\$ 12.15	3.53
Graders.....	\$ 12.60	2.57
Hole Diggers.....	\$ 14.40	2.00
Loaders.....	\$ 11.36	2.40
Rollers.....	\$ 11.72	2.05
SPRINKLER FITTER.....	\$ 15.87	5.58
TILE SETTER.....	\$ 14.61	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION